

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W81W3G-3063-4327		PAGE 1 OF 21		
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER DACW31-03-T-0050		6. SOLICITATION ISSUE DATE 08-Apr-2003	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME SANDRA L WICKS			b. TELEPHONE NUMBER (No Collect Calls) 410-962-3987	8. OFFER DUE DATE/LOCAL TIME 04:00 PM 28 Apr 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 type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: 1771 SIZE STANDARD:\$12.0			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	
15. DELIVER TO OPS DIV SUSQUEHANNA RIVER PROJ GEORGE BIELEN P.O. BOX 369 DANVILLE PA 17821-0369 TEL: 570-275-9505 FAX: 570-275-9526		CODE E1R0400	16. ADMINISTERED BY					CODE
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	REMOVAL AND REPLACEMENT OF EXISTING FFP REMOVAL AND REPLACEMENT OF EXISTING GUARD RAILING AT ALMOND LAKE, HORNELL, NY IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS. Contractor must be registered with the Central Contracting Registration (CCR) Please contact the website for additional information: www.ccr.gov or telephone 1-888-CCR-2423 to obtain a package to complete. Award will not be issued to an unregistered vendor. Vendor must submit the following information with bid response: tax identification number (TIN), Dun & Bradstreet number and cage code number. Technical POC: Bill Cleveland @ (607) 324-5631 Contracting POC: Sandy Wicks @ (410) 962-3987 Fax @ (410) 962-0933 PURCHASE REQUEST NUMBER: W81W3G-3063-4327	1	Lump Sum		

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

CLAUSES INCORPORATED BY REFERENCE

52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
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

52.219-6	Notice Of Total Small Business Set-Aside	JUL 1996
52.219-6 Alt I	Notice of Total Small Business Set-Aside (Jul 1996) - Alternate I	OCT 1995
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-28	Invitation to Propose Performance-Based Payments	MAR 2000
52.237-3	Continuity Of Services	JAN 1991
52.242-15	Stop-Work Order	AUG 1989
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.243-5	Changes and Changed Conditions	APR 1984
52.246-1	Contractor Inspection Requirements	APR 1984
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
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.246-7000	Material Inspection And Receiving Report	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (MAY 2002)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (Aug 1996) (E.O. 11755).

(ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).

(iii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iv) 52.225-13, Restrictions on Certain Foreign Purchases (July 2000) (E.O.'s 12722, 12724, 13059, 13067, 13121, and 13129).

(v) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (Feb 2002).

(v) 52.233-1, Disputes (Dec 1998).

(vi) 52.244-6, Subcontracts for Commercial Items and Commercial Components (Mar 2001).

(vii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-20, Walsh-Healey Public Contracts Act (DEC 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(ii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).

(iii) 52.222-36, Affirmative Action for Workers with Disabilities (APR 1984) (29 U.S.C. 793) (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(iv) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (JAN 1999) (38 U.S.C. 4212) (Applies to contracts over \$10,000).

(v) 52.222-41, Service Contract Act, As Amended (May 1989) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands.)

(vi) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Dec 2001) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (APR 1998) (E.O. 12856) (Applies to services performed on Federal facilities).

(viii) 52.225-1, Buy American Act --Supplies (May 2002) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use within the United States if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

(ix) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (June 2000) (46 U.S.C. 1241). (Applies to supplies transported by ocean vessels.)

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

(x) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (May 1999). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(xi) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JULY 1995) (Applies to contracts over \$25,000).

(ii) 52.211-17, Delivery of Excess Quantities (SEPT 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (JUN 1988) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 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):

(Insert one or more Internet addresses)

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this

purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

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

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION
Employee Class Monetary Wage-Fringe Benefits

(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://ebs.nab.usace.army.mil>

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any _____ (48 CFR Chapter _____) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any _____ (48 CFR _____) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

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 ProductsLine Item NumberCountry of Origin (If known)

(End of provision)

STATEMENT OF WORK

U.S. ARMY CORPS OF ENGINEERS
ALMOND LAKE/ARKPORT DAM
GENERAL BID SPECIFICATIONS

I STATEMENT OF WORK

C.1.1 Statement of Work: The Contractor shall furnish all necessary supervision, labor, personnel, materials, supplies, parts, tools, equipment and vehicles required to replace approximately four hundred eight (408) linear feet of existing guard railing. All demolished materials shall be disposed of off Government property at the Contractor's expense.

C.1.2 Almond Lake is located three miles South of Hornell, NY on State Rt. 21.

C.1.3. Estimated quantities and/or the work performed are described work and responsibility shall include, but shall not be limited to: all planning, programming, administration and management necessary to assure that all services are conducted in accordance with the contract and all applicable laws, regulation codes, or directives. The Contractor shall ensure that all work meets or exceeds critical reliability rates or tolerances specified or included in the referenced documents. The Contractor shall perform all related Contractor administrative services necessary to perform the work such as supply, procurement, quality control, work scheduling, Contractor financial control, and maintenance of accurate and complete records and files.

II SPECIAL CONDITIONSC.2.1 Working Hours:

- (a) Normal Working Hours: Normal working hours and days, except as otherwise specified or approved in advance by the Operations Manager and Contracting Officer's Representative (COR), shall be Monday through Friday, between 7:00 a.m. and 3:30 p.m. No work shall be performed on Federal Holidays.

C.2.2 Permits and Licenses: The Contractor shall, at his/her own expense, obtain any licenses or permits required to perform the contract. The Contractor shall comply with all current Federal, state and local laws and regulations and shall comply with any subsequent changes.

C.2.3 Accident Prevention: In performing this contract, the Contractor shall comply with all current Federal, state, and local safety regulations, including the U.S. Army Corps of Engineers Safety and Health Requirements Manual EM 385-1-1, and shall comply with any subsequent changes. The Corps of Engineers Safety and Health

Requirements Manual EM 385-1-1 may be found on the World Wide Web at <http://www.hq.usace.army.mil/ceso/cesopub.htm> Prior to commencement of work under this contract the Contractor shall furnish the following for approval by the COR:

- (a) Hazard Analysis Plan Section I, Article 01.A.06, EM 385-1-1, dated 03 Sep 96.
- (b) Accident Prevention Plan Section I, Article 01.A.07, EM 385-1-1, dated 03 Sep 96.
- (c) Activity Hazard Analyses Section I, Article 01.A.09, EM 385-1-1, dated 03 Sep 96.

C.2.4 Accident Reporting: In the event of an accident or injury involving contractor personnel or equipment in performance of work, the Contractor shall immediately notify the COR by the most expedient means feasible. If instructed so, the Contractor shall complete forms furnished, and/or provide a written description of the incident within 24 hours of notification to do so.

C.2.5 Superintendent: The Contractor shall act as, or provide a Superintendent physically present on-site whenever any work specified herein is being performed. The Superintendent shall conduct overall management coordination and be the central point of contact with the Government for performance of all work under this contract. The Superintendent and any individual designated to act for him/her, shall have full authority to contractually commit the Contractor for prompt action on matters pertaining to administration of the entire contract. Such authorization shall be submitted in writing to the COR. The Superintendent shall deal directly with the COR or a designated representative, for normal day-to-day administration of the contract provisions. The Contractor or the Superintendent shall contact the COR or a designated representative daily or as otherwise approved by the COR, to coordinate the work schedule in compliance with the terms of the contract and to arrange satisfactory working agreements. The Contractor shall furnish, in writing, to the COR, the name or names of a Superintendent(s) for on-the-job contact and supervision purposes. Superintendent(s) shall be required to attend pre-work conferences prior to commencing work under this contract. Contractor's superintendent shall be equipped with a telephone pager or a portable cellular telephone to allow constant communications between the Contractor and Government representatives.

C.2.6 Environmental Program: The Contractor shall comply with Federal, state and local laws, regulations and standards regarding environmental protection. The Contractor shall exercise care and safety in the performance of the contract and shall take necessary precautions to avoid contamination of the water, damage to private property and injury to employees and the public. No separate payment will be made for environmental protection measures. The Contractor shall be liable for any and all damages to the environment, Government property, private property, trees and shrubs as well as injuries to the public and employees while in performance of this contract. All environmental protection matters shall be coordinated with the COR.

C.2.7 Performance Evaluation Meetings: The Contractor, the Superintendent, or both, shall meet with the COR (or a designated representative) on a schedule determined by the COR. However, a meeting will be held not later than one normal workday after a Contract Deficiency Report (CDR) is issued. Mutual effort shall be made to resolve any and all problems identified. Written minutes of these meetings will be prepared by the COR and signed by the COR, the Contractor, or their designated representatives, as appropriate to the occasion. Should the Contractor not concur with any decision, etc., contained in the minutes, the Contractor shall so state, in writing, and may request a final decision by the Contracting Officer.

C.2.8 Quality Control Program:

- (a) General: The Contractor shall be responsible for maintaining adequate quality control to satisfactorily meet the specification of this contract through the development of a Quality Control Plan. The Government will assure quality performance according to a Quality Assurance

Surveillance Plan. Combined, these two programs form the Government's Quality Assurance Program.

- (b) Quality Control: The Contractor shall establish a complete quality control program to assure the requirements of the contract are provided as specified under all sections of the contract. Program shall include an inspection system covering all the services stated in the contract specifications. It must specify all areas to be inspected on either a scheduled or unscheduled basis and the individual(s) who shall do the inspection.
- (c) Inspections: The Contractor shall maintain a record of all Quality Control Inspection Reports conducted by the Contractor and shall furnish a copy to the COR by close of business each day. This daily record of inspection shall cover all work items being performed, shall be signed by the Quality Control Inspector and shall include the following items as a minimum:
- (1) Inspector's Name
 - (2) Work Location
 - (3) Date
 - (4) Weather
 - (5) Time Start/Stop

C.2.9 Quality Assurance: The Government will monitor the Contractor's performance in each functional area under this contract and reserves the right to use whatever additional surveillance procedures are deemed appropriate.

If the Contractor fails to perform according to the performance standards, a Notification of Contract Deficiency or Contract Deficiency Report will be issued by the COR. The Contractor shall explain, in writing, why performance was not satisfactory and how recurrence of the problem will be prevented in the future.

The Government will monitor the Contractor's services using the random sampling method, the planned sampling method, and/or the 100% inspection method. The Government reserves the right to alter or change the type of inspection plan at its discretion at any time.

The Contractor will be rated either excellent, very good, good, satisfactory, marginal, or unsatisfactory in the following general areas:

- (1) Quality Control
- (2) Timely Performance
- (3) Effectiveness of Management
- (4) Compliance with Labor Standards
- (5) Compliance with Safety Standards

The Contractor will be advised of any marginal or unsatisfactory rating, either in an individual element or in the overall rating prior to completion of the evaluation, and all Contractor comments will be made a part of the official record.

C.2.10 Operations and Storage Areas: The Contractor shall confine all operations (including storage of materials) to areas authorized or approved by the COR. The Contractor shall hold and save the Government, its officers and agents free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall keep the work area, including storage areas, free from accumulations of waste materials. Before completing work, the Contractor shall remove from the work site and premises any rubbish, tools, equipment, and materials that are not property of the Government. Upon completing the work, the Contractor shall restore the work area to the original condition, satisfactory to the COR.

C.2.11 Minimum Man-Power Requirements: The Contractor shall provide an adequate number of fully qualified personnel to perform the work specified herein.

C.2.12 Payment: The Contractor's administrative time to accomplish work, including time spent traveling to and from the job site and for the purpose of transporting personnel, equipment, materials, and supplies or other items to the job site will not be considered as work for payment under this contract.

C.2.13 Pre-Work Conference: A Pre-Work Conference will be arranged by the Contracting Officer's Representative after award of contract and before commencement of work. The COR will notify the Contractor of the date, time and location set for the meeting. At this conference, the Contractor shall be orientated with respect to Government procedures and line of authority, contractual, administrative, and construction matters. Additionally, a schedule of required submittals will be discussed.

(a) The Contractor shall bring to this conference the following items in either completed or draft form:

Hazard Analysis Plan
Accident Prevention Plan
Activity Hazard Analyses
Letter Appointing Superintendent(s)
List of Emergency Contact(s)
List of Subcontractors

C.2.15 Security Clauses:

a. All contractor employees working on this contract must be a citizen on the United States of America, or an alien who has been lawfully admitted for permanent residence as evidence by the Alien Registration Receipt Card, Form 1-15, or who presents other evidence from the INS that employment will not effect his/her immigration status.

b. Bidders are responsible for determining , in advance of bidding, the military and/or federal installation security requirements, but not limited to, access, escort, identification, search procedures, and vehicle registration requirements which may impact contract work performance. At no cost to the Government, Contractors will be responsible for complying with all security requirements at installation.

C.2.16 Project(s) Inspection: To arrange inspection of project prior to bidding, contact William Cleveland at (607) 324-6531.

III SPECIFICATIONS

Contractor shall replace existing concrete post and cable system with new galvanized railings and cable guide railings. Work shall conform to standard New York State Department of Transportation Specifications 606-1R2 and 606-2R2. Existing railings and concrete post shall be dismantled and removed from the site and disposed of by the Contractor at his own expense and responsibility.

606.01 – Four hundred eight linear feet (408') of cable GR @ sixteen foot (16') spacing shall be installed per NYSDOT standard specifications. Measure from block to block.

606.02 – Two (2) each cable anchor units which shall consist of new metric blocks.

END OF SECTION C

SECTION G
CONTRACT ADMINISTRATION DATA

G.1 Contracting Officer's Representative: The authorized representative of the Contracting Officer (COR) for this acquisition contract is:

William P. Cleveland
U.S. Army Corps of Engineers
P. O. Box 400
Hornell, NY 14843-0400
Telephone: (607) 324-6531
Facsimile: (607) 624-3013
Cellular: (607) 769-7106

G.2 Submission of Invoices:

(a) Original invoices for services performed under this contract will be submitted to:

U.S. Army Corps of Engineers
Almond Lake
P. O. Box 400
Hornell, NY 14843-0400

(b) Payment will be made by:

USACE Finance Center
ATTN: EFT/Disbursing
5720 Integrity Drive
Millington, TN 38054-5005

G.3. Payment: Payment will be made at the Lump Sum Amount upon completion and acceptance of work performed. The Contractor shall submit an invoice for payment of contract services performed within five days after notification of acceptance of work. Invoice shall include the following information:

- (a) Contractor's name, mailing address and telephone number
- (b) Contract Identification Number
- (c) Date invoice is prepared
- (d) An itemized description of charges which will include:
 - (1) Project location of work
 - (2) Work period (start and ending dates)
 - (3) Actual work performed
 - (4) Invoiced amount per contract payment schedule

END OF SECTION G

WAGE DETERMINATION DECISIONWAGE 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. NY020019 dated 13 September 2002

*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 NY020019

General Decision Number NY020019
 Superseded General Decision No. NY010019
 State: New York
 Construction Type:
 HIGHWAY
 County(ies):
 STEUBEN
 HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	03/01/2002
1	05/03/2002
2	06/07/2002
3	07/12/2002
4	09/13/2002

COUNTY(ies):

STEUBEN

CARP0187R 07/01/2001

	Rates	Fringes
REMAINDER OF COUNTY		
HEAVY AND HIGHWAY CONSTRUCTION		
Carpenters	21.47	8.305+a

FOOTNOTE:

a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas.

 * CARP0700B 07/01/2002

	Rates	Fringes
STEUBEN COUNTY (excluding Townships of Pulteney, Prattsburg and Village of Hammondsport.		
HEAVY AND HIGHWAY CONSTRUCTION		
Carpenters/Piledrivermen	21.92	8.855

 * ELEC0139M 05/27/2002

	Rates	Fringes
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ELECTRICIANS	24.75	11.89

ELEC1249C 05/05/2002		
	Rates	Fringes
LINE CONSTRUCTION (LINEMAN)		
LIGHTING AND TRAFFIC SIGNAL		
Including any and all Fiber Optic		
Cable necessary for Traffic Signal Systems,		
Traffic Monitoring systems and Road Weather		
information systems		
Lineman & Technician	27.14	8.00+6.5%+a
Groundman Digging Machine Operator	24.43	8.00+6.5%+a
Mechanic	21.71	8.00+6.5%+a
Groundman Truck Driver (tractor		
trailer unit)	23.07	8.00+6.5%+a
Groundman Truck Driver	21.71	8.00+6.5%+a
Flagman	16.28	8.00+6.5%+a

FOOTNOTE:

- a. New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, plus President's Day, Good Friday, Decoration Day, Election Day for the President of the United States and Election Day for the Governor of the State of New York, provided the employee works the day before or the day after the holiday.

ENGI0832A 07/01/2002		
	Rates	Fringes
POWER EQUIPMENT OPERATOR		
EXCAVATION AND PAVING:		
Master Mechanic	19.41	11.15+a
GROUP 1:	18.86	11.15+a
GROUP 2:	18.47	11.15+a
GROUP 3:	17.91	11.15+a
GROUP 4:	15.08	11.15+a

FOOTNOTE:

- a. PAID HOLIDAYS: New Year's Day; Merorial Day; Independence Day; Labor Day; Thanksgiving Day; Christmas Day, regardless of the day of the week on which the holiday may fall, provided the employee works either on the work day immediately proceding the holiday or on the scheduled work day immediately following the holiday.

EXCAVATION AND PAVING CLASSIFICATIONS

GROUP 1: Asphalt paver; automatic fine grader; backhoe (except tractor mounted; rubber tired); blacktop plant (automated); cableway; caisson auger; central mix concrete plant (automated); cherry picker- over 5 ton capacity; crane; cranes and derricks (steel erection); dragline, dual drum paver; front end loader (4 cu. yd. and over); hoist, (Tow or 3 drum); pile driver; power grader with elevation loader attachment; quarry master (or equivalent); shovel; slip form paver; tractor drawn belt-type loader; truck crane tunnel shovel; excavator: all purpose hydraulically operated.

GROUP 2: Backhoe (tractor mounted, rubber tired); bituminous

spreader and mixer; blacktop plant (non automated); boring machine; cage hoist; central mix plant (non automated) and all concrete batching plants; cherry picker: 5 tons and under; compressor (4 or less) exceeding 2000 CFM combined capacity; concrete paver over 16s; concrete pump; crusher; drill rugs (tractor mounted); front end loader (under 4 cu. yds); hi-pressure boiler (15 lbs and over); hoist (one drum); Kolman plant loader and similar type loaders; maintenance engineer; maintenance grease man; mechanical slurry machine; mixer for stavilized base self propelled; monorail machine; plant engineer; power broom; power grader; pump crete; ready mix concrete plant; road widener; roller (all above sub-grade); side boom; tractor scraper; tractor with dozer and or pusher; trencher; winch.

GROUP 3: Compressors (4 not to exceed 2000 CFM combined capacity; or 3 or less with more than 1200 CFM but not to exceed 2000 CFM); compressors (any size but subject to other provisions for compressors); dust collectors; generators; welding machines (4 of any type or combination); concrete pavement spreaders and finishers; conveyor; drill (core); drill (well); electric pump used in conjunction with well point systems; farm tractor with accessories; fine grade machine; fork lift; gunite machine; hammers-hydraulic-self propelled; locomotive; post hole digger and post driver; pumps (regardless of motive power, not more than 4 in number not to exceed 20" in total capacity); submersible electric pumps when used in lieu of well points, tractor with towed accessories; vibratory compactor; vibro tamp; well point.

GROUP 4: Compressor (any size, but subject to other provisions for compressors); dust collectors; generators; welding machines (3 or less of any type or combination); concrete mixer (16s and under), concrete saw-self propelled; fireman; form tamper; mulching machine; power heaterman; pumps regardless of motive power no more than 3 in number not to exceed 12" in total capacity; revinius widener; steam cleaner; tractor.

POWER EQUIPMENT OPERATORS

HEAVY AND HIGHWAY CONSTRUCTION:

GROUP 1:	26.39	13.45+b
GROUP 2:	25.68	13.45+b
GROUP 3:	22.82	13.45+b
GROUP 4:	27.65	13.45+b
GROUP 5:	27.52	13.45+b

FOOTNOTE:

b. PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day Labor Day, Thanksgiving Day, Christmas Day provided the employee works the working day before and the working day after the holiday

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt paver; automated concrete spreader (CMI type); automatic fine grader; backhoe (except tractor mounted, rubber tired); belt placer (CMI type); blacktop plant (automated); cableway; caisson auger; central mix concrete plant (automated), cherry picker (over 5 tons capacity); concrete curb machine (self-propelled-slipform); concrete pump (8" or over); crane;

cranes and derricks (steel erection); dragline; dredge; dual drum paver; excavator (all purpose-hydraulically operated gradall or similar); fork lift (factory rated 15 ft and over); front end loader (4 cy and over); head tower (sauerman or equal); hoist (two or three drum); holland loader; hydro-blaster; maintenance engineer; mine hoist; mucking machine or mole; overhead crane (gentry or straddle type); pavement profiler (over 105 horsepower); pole driver; power grader; Quad 9; quarry master (or equivalent); scraper; shovel; side boom; slip form paver; tractor drawn belt-type loader; truck crane; truck or trailer mounted log chipper (self feeder); tug operator (manned rented equipment excluded); tunnel shovel.

GROUP 2: Backhoe (tractor mounted, rubber tired); bituminous spreader and mixer; blacktop plant (non automated); blast or rotary drill (truck or tractor mounted); boring machine; cage hoist; central mix plant (non automated and all concrete batching plants); cherry picker (5 tons capacity and under); compressors (4 or less) exceeding 2,000 CFM combined capacity; concrete paver (over 16s); concrete pump (under 8"); core drill; crusher; diesel power unit; drill rigs; tractor mounted; fork lift (factory rated under 15 ft); front end loader (under 4 cu yd); hi pressure boiler (15 lbs and over); hoist (one drum); hydro-axe; hydroblaster; kolman plant loader and similar type loaders; LCM work boat operator; locomotive; log skidder; lubrication engineer/greaseman; mixer (for stabilized base self-propelled); monorail machine; pavement breaker (self-propelled) wertgen; PB-4 and similar type; pavement profiler 105 horsepower and under; plant engineer; pump crete; ready mix concrete plant; refrigeration equipment (for soil stabilization); road widener; roller (all above sub-grade); sea mule; tractor with dozer and or pusher; trencher; tigger hoist; vermeer type saw; welder; winch; winch cat.

GROUP 3: "A" frame truck; aggregate plant; ballast regulator (ride-on); boiler (used in conjunction with production); cement and bin operator; compressors (4 not to exceed 2,000 CFM combined capacity; or 3 or less with more than 1,200 CFM but not to exceed 2,000 cfm); compressors (any size but subject to other provisions for compressors) dust collectors; generators; pumps; welding machines; light plants (4 of any type or combination); concrete pavement spreader and finisher; concrete paver or mixer (16s and under); concrete saw (self-propelled); conveyor; electric pump used in conjunction with well-point system; farm tractor with accessories; fine grade machine; fireman; form tamper; grout pump; gunite machine; hammers (hydraulic self-propelled); hydro-spiker (ride on); hydraulic pump (jacking system); hydroblaster (low pressure cleaning); light plants; mulching machine; oiler; parapet concrete or pavement grinder; post hole digger and post driver; power broom (towed); power heaterman; power sweeper; rivenous widener; roller (grad and fill); scarifier (ride on); shell winder; span-saw (ride on); steam cleaner; submersible electric pump (when used in lieu of well-point system); tamper (ride on); tie extractor (ride-on); tie handler (ride-on); tie inserter (ride-on); tie spacer (ride on); track liner (ride on);

tractor (with or without towed accessories); vibratory compactor; vibrotamp; well drill; well point.

GROUP 4: master mechanic

GROUP 5: crane: friction or lattice type crane with boom length 200 feet and over.

POWER EQUIPMENT OPERATORS

TUNNEL and SHAFT:

Master Mechanic

& Chief Tunnel Engineer	26.25	11.15+b
GROUP 1:	24.59	11.15+b
GROUP 2:	23.65	11.15+b
GROUP 3:	21.50	11.15+b
GROUP 4:	19.18	11.15+b

FOOTNOTE:

b. PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, regardless of the day of the week on which the Holiday may fall, provided the employee works the working day before and the working day after the holiday

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Automated concrete spreader (CMI or equivalent); automated fine grade machine (cmi); backhoe; belt placer (cmi or similar); blacktop spreader (automated); cableway; caisson auger; central mix plant (automated); cherry picker (5 tons); concrete curb machine (self-propelled slipform); concrete pump; crane; crane shaft; crane underground; cranes and derricks (steel erection); dragline; dredge; dual drum paver; excavator (all purpose-hydraulically operated gradall or similar); fork lift (factory rated 15' and over); front end loader (4cu yd and over); head tower (sauerman or equal); hoist; shaft; hoist (two or three drum); holland loader; maintenance engineer (shaft and tunnel); mine hoist; mining machine (mole and similar types); mucking machine or mose; overhead crane (gantry or straddle type); pile driver; power grader; Quad 9, quarry master (or equivalent); scraper; shovel; side boom; slip form paver; tripper/maintenance engineer (shaft and tunnel); tractor drawn belt-type loader; truck crane; truck or trailer mounted log chipper (self feeder); tug operator (manned rented equipment excluded); tunnel shovel.

GROUP 2: Automated central mix concrete plant; backhoe (topside); backhoe (tractor mounted, rubber tired); bituminous spreader and mixer; blacktop plant (non automated); blast or rotary drill (truck or tractor mounted); boring machine; cage hoist; central mix plant (non automated) and all concrete batching plants; cherry picker (5 tons capacity and under); compressors (4 or less exceeding 2000 CFM combined capacity); concrete paver (over 16s); concrete pump; crane (topside); crusher; diesel power unit; drill rigs; tractor mounted; front end loader (under 4 cu. yds); grayco epoxy machine; hi-pressure boiler (15 lbs and over); hoist (one drum) hoist; two or three drum (topside); kolman plant loader and similar type loaders; L.C.M. work boat operator; locomotive; maintenance engineer (topside) maintenance greaseman; mixer (for stabilized base self-propelled); monorial machine; plant engineer; peesonnel hoist; pump crete; ready mix concrete plant;

IRONWORKER:

Ornamental, Reinforcing		
Stone Derrickman,		
Rigger, Rodman, Structural		
Machinery Movers, Fence Erectors,		
Precast Concrete Erector	22.00	10.84
Sheeter	22.25	10.84

* LAB01358P 07/01/2002

	Rates	Fringes
HEAVY & HIGHWAY: (ZONE III)		
LABORERS		
GROUP 1	18.42	8.92+a
GROUP 2	18.82	8.92+a

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Christmas Day, provided the employee works the working day before and the working day after the holiday.

LABORER CLASSIFICATIONS

GROUP 1: Laborers; Flaggers; Outboard and Hand Boats; Bull Float; Chain Saw; Concrete Aggregate Bin; Concrete bootman; Gin Buggy; Hand or Machine Vibrator; Jackhammer; Mason Tender; Mortar Mixer; Pavement Breaker; Handlers of all Steel Mesh; Small Generators for laborers' tool; Installation of Bridge Drainage Pipe; Pipelayers; Vibrator type Rollers; Tamper; drill Doctor; Tail or Screw Operator on Asphalt Paver; Water Pump Operators (1-1/2" and single diaphragm); Nozzle (asphalt, gunnite, seeding and sandblasting); Laborers on Chain Link Fence Erection; rock Splitter and Power Unit; Pusher Type Concrete Saw and all other Gas, Electric, Oil and Air Tool Operators; Wrecking Laborers

GROUP 2: All Rock or Driull Machine Operators (except quarry master and similar type); Acetylene Torch Operator; Asphalt Raker; Powderman; Blasters; Form Setters; Stone or Granite Curb Setters

PLUM0267A 05/01/2002

	Rates	Fringes
TOWNS OF ADDISON, BATH, BRADFORD, CAMPBELL, CANTON, CORNING, ERWIN, HORNBY, LINDLEY, PULTENEY, RATHBONE, THURSTON, TUSCARORA, URBANA AND WAYNE COUNTIES		
PLUMBERS & PIPEFITTERS		
STEAMFITTERS (including HVAC work)	23.00	11.36

SUNY1004A 06/22/1988

	Rates	Fringes
ROOFERS	11.62	3.21
LABORERS	11.02	2.12

TEAM0317H 07/01/1999

	Rates	Fringes
TRUCKS DRIVERS:		
HEAVY & HIGHWAY:		

Townships of Avoca, Canistota, Cohocton, Dansville, Freemont, Greenwood, Hartsville, Hornell, Howard, Jasper, Prattsburg, Pulteney, Troupsburg, West Union, Wheeler.

GROUP 1	16.20	9.34+a
GROUP 2	16.40	9.34+a

a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, provided the employee works the working day before and the working day after the holiday.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Yardman; Pickups; panel trucks; flatboy materials trucks (straight jobs); single axle dump trucks; dumpsters; receivers; greasers; truck tireman, tandems; batch truck; mechanics; semi-trailors; low-boy trucks; asphalt distributor trucks; agitator; mixer trucks and dumpcrete type vehicles; truck mechanic; fuel truck

GROUP 2: Specialized earth moving equipment - euclid type or similar off-highway equipment, where not self-loaded; straddle (ross) carrier; self-contained concrete mobile unit; off-highway tandem back dump; twin engine equipment; double-hitched equipment where not self-loaded

 TEAM0398B 07/01/1999

	Rates	Fringes
TRUCK DRIVERS:		
HEAVY/HIGHWAY CONSTRUCTION		
Township of Wayland		
GROUP 1	18.45	9.25
GROUP 2	18.50	9.25
GROUP 3	18.55	9.25
GROUP 4	18.70	9.25
GROUP 5	18.85	9.25

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Pickups, Panels, Flatboy; Single Axle Dump, Dumpsters, Greasers, Tiremen,

GROUP 2: Tandems, Batch, Mechanics, Dispatcher

GROUP 3: Semi-Trailers, Lowboys, Asphalt Distributor, Agitator, Mixers, Dumpcrete, Mechanic, Fuel Truck

GROUP 4: Specialized Earth Moving Equipment-Euclid type, or similar Off-Highway Equipment, where not self-loaded, Straddle (ross) carrier, self contained concrete mobil unit

GROUP 5: Off-Highway Tandem Back Dump, Twin Engine and Double Hitched Equipment where not self loaded

 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

