

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W81W3G-3118-8808		PAGE 1 OF 27	
2. CONTRACT NO. DACW31-03-P-0266		3. AWARD/EFFECTIVE DATE 23-Jun-2003		4. ORDER NUMBER		5. SOLICITATION NUMBER DACW31-03-T-0074	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME GLORIA J FROST		b. TELEPHONE NUMBER (No Collect Calls) 410-962-3534		6. SOLICITATION ISSUE DATE 12-Jun-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: 1799 SIZE STANDARD: \$12.0 MILLION		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	
15. DELIVER TO DEBRIS REMOVAL STAFF CHARLES CAMPBELL PO BOX 1715 BALTIMORE MD 21203-1715		CODE E1R0211		16. ADMINISTERED BY CONTR DIV OPERATIONS BR PO BOX 1715 BALTIMORE MD 21203-1715		CODE E1P0500	
17a. CONTRACTOR/ OFFEROR VIRGINIA MARINE STRUCTURES CHRIS D. COLEMAN 3420 HOLLAND ROAD, SUITE 107 VIRGINIA BEACH VA 23452 TEL. 757-497-7880		CODE 07PRO FACILITY CODE 07PRO		18a. PAYMENT WILL BE MADE BY USACE FINANCE CENTER ATTN: DISBURSING 5722 INTEGRITY DRIVE MILLINGTON TN 38054-5005		CODE TOB0200	
<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	
		SEE SCHEDULE					
25. ACCOUNTING AND APPROPRIATION DATA See Schedule						26. TOTAL AWARD AMOUNT \$15,200.00	
<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>0</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 WRITTEN <input checked="" type="checkbox"/> OFFER DATED <u>20-Jun-2003</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: <u>SEE SCHEDULE</u>			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Mary C. Robertson</i>		31c. DATE SIGNED 23-Jun-2003	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) MARY C ROBERTSON / ADDED BY SUMI TEL: 410-962-3788 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 PARTIAL <input type="checkbox"/> FINAL <input type="checkbox"/>		34. VOUCHER NUMBER	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		35. AMOUNT VERIFIED CORRECT FOR	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42a. RECEIVED BY (Print)		40. PAID BY	
				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	REPAIR OF TIDAL BASIN OUTLET GATES FFP P.O.C.:CHARLES CAMPBELL @ 202-546-2132 BUYER: GLORIA FROST @ 410-9623-3534 VENDOR REP.:CHRIS D. COLEMAN @ 757-497-7880 FURNISH ALL LABOR, MATERIAL AND EQUIPMENT NECESSARY TO REPAIR TIDAL BASIN OUTLET GATES LOCATED IN WASHINGTON, D.C. PER THE ENCLOSED SCOPE OF WORK: ATTACHMENTS: 1. SCOPE OF WORK 2. WAGE DETERMINATION DECISION NO. DC20001 DATED 4 APRIL 2003 OF THE SECRETARY OF LABOR. PURCHASE REQUEST NUMBER: W81W3G-3118-8808	1	Lump Sum	\$15,200.00	\$15,200.00	
					NET AMT	\$15,200.00
ACRN AA Funded Amount					\$15,200.00	

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

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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0001	POP 07-JUL-2003 TO 07-AUG-2003	N/A	DEBRIS REMOVAL STAFF CHARLES CAMPBELL PO BOX 1715 BALTIMORE MD 21203-1715 202-546-2132 FOB: Destination	E1R0211
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ACCOUNTING AND APPROPRIATION DATA

AA: 96X31230000 082420 2520A00322019500 NA 96181
 COST 000000000000
 CODE:
 AMOUNT: \$15,200.00

CLAUSES INCORPORATED BY REFERENCE

52.202-1 Alt I	Definitions (Dec 2001) --Alternate I	MAY 2001
52.211-13	Time Extensions	SEP 2000
52.211-17	Delivery of Excess Quantities	SEP 1989
52.211-18	Variation in Estimated Quantity	APR 1984
52.219-3	Notice of Total HUBZone Set-Aide	JAN 1999
52.222-3	Convict Labor	AUG 1996
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
52.222-14	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
52.222-35	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
52.223-11	Ozone-Depleting Substances	MAY 2001
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.232-27	Prompt Payment for Construction Contracts	FEB 2002
52.233-3	Protest After Award	AUG 1996
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-13 Alt I	Accident Prevention (Nov 1991) - Alternate I	NOV 1991
52.236-17	Layout of Work	APR 1984
52.236-26	Preconstruction Conference	FEB 1995
52.242-14	Suspension of Work	APR 1984
52.242-15	Stop-Work Order	AUG 1989

52.243-5	Changes and Changed Conditions	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
252.225-7016	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

CLAUSES INCORPORATED BY FULL TEXT

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of clause)

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

The Contractor shall be required to (a) commence work under this contract within TEN (10) 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 AUGUST 7, 2003.

(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)

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUL 1996)

(a) Definition.

"Small business concern," as used in this clause, 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 size standards in this solicitation.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

52.222-6 DAVIS-BACON ACT (FEB 1995)

(a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (d) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (b) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(b)(1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (b)(2) and (b)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(d) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(End of clause)

52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in this contract.

(End of clause)

52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999)

(a) Definitions. "Covered area," as used in this clause, means the geographical area described in the solicitation for this contract.

"Deputy Assistant Secretary," as used in this clause, means Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, or a designee.

"Employer's identification number," as used in this clause, means the Federal Social Security number used on the employer's quarterly federal tax return, U.S. Treasury Department Form 941.

"Minority," as used in this clause, means--

(1) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(2) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands);

(3) Black (all persons having origins in any of the black African racial groups not of Hispanic origin); and

(4) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race).

(b) If the Contractor, or a subcontractor at any tier, subcontracts a portion of the work involving any construction trade, each such subcontract in excess of \$10,000 shall include this clause and the Notice containing the goals for minority and female participation stated in the solicitation for this contract.

(c) If the Contractor is participating in a Hometown Plan (41 CFR 60-4) approved by the U.S. Department of Labor in a covered area, either individually or through an association, its affirmative action obligations on all work in the plan area (including goals) shall comply with the plan for those trades that have unions participating in the plan. Contractors must be able to demonstrate participation in, and compliance with, the provisions of the plan. Each Contractor or subcontractor participating in an approved plan is also required to comply with its obligations under the Equal Opportunity clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good-faith performance by other Contractors or subcontractors toward a goal in an approved plan does not excuse any Contractor's or subcontractor's failure to make good-faith efforts to achieve the plan's goals.

(d) The Contractor shall implement the affirmative action procedures in subparagraphs (g)(1) through (16) of this clause. The goals stated in the solicitation for this contract are expressed as percentages of the total hours of employment and training of minority and female utilization that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where that work is actually performed. The Contractor is expected to make substantially uniform progress toward its goals in each craft.

(e) Neither the terms and conditions of any collective bargaining agreement, nor the failure by a union with which the Contractor has a collective bargaining agreement, to refer minorities or women shall excuse the Contractor's obligations under this clause, Executive Order 11246, as amended, or the regulations thereunder.

(f) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

(g) The Contractor shall take affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with this clause shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and implement affirmative action steps at least as extensive as the following:

(1) Ensure a working environment free of harassment, intimidation, and coercion at all sites and in all facilities where the Contractor's employees are assigned to work. The Contractor, if possible, will assign two or more women to each construction project. The Contractor shall ensure that foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with

specific attention to minority or female individuals working at these sites or facilities.

(2) Establish and maintain a current list of sources for minority and female recruitment. Provide written notification to minority and female recruitment sources and community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(3) Establish and maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant, referrals of minorities or females from unions, recruitment sources, or community organizations, and the action taken with respect to each individual. If an individual was sent to the union hiring hall for referral and not referred back to the Contractor by the union or, if referred back, not employed by the Contractor, this shall be documented in the file, along with whatever additional actions the Contractor may have taken.

(4) Immediately notify the Deputy Assistant Secretary when the union or unions with which the Contractor has a collective bargaining agreement has not referred back to the Contractor a minority or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area that expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (g)(2) of this clause.

(6) Disseminate the Contractor's equal employment policy by--

(i) Providing notice of the policy to unions and to training, recruitment, and outreach programs, and requesting their cooperation in assisting the Contractor in meeting its contract obligations;

(ii) Including the policy in any policy manual and in collective bargaining agreements;

(iii) Publicizing the policy in the company newspaper, annual report, etc.;

(iv) Reviewing the policy with all management personnel and with all minority and female employees at least once a year; and

(v) Posting the policy on bulletin boards accessible to employees at each location where construction work is performed.

(7) Review, at least annually, the Contractor's equal employment policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff, termination, or other employment decisions. Conduct review of this policy with all on-site supervisory personnel before initiating construction work at a job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the Contractor's equal employment policy externally by including it in any advertising in the news media, specifically including minority and female news media. Provide written notification to, and discuss this policy with, other Contractors and subcontractors with which the Contractor does or anticipates doing business.

(9) Direct recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than 1 month before the date for acceptance of applications for apprenticeship or training by any recruitment source, send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit minority persons and women. Where reasonable, provide after-school, summer, and vacation employment to minority and female youth both on the site and in other areas of the Contractor's workforce.

(11) Validate all tests and other selection requirements where required under 41 CFR 60-3.

(12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to prepare for, through appropriate training, etc., opportunities for promotion.

(13) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the Contractor's obligations under this contract are being carried out.

(14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user rest rooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

(15) Maintain a record of solicitations for subcontracts for minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

(16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's equal employment policy and affirmative action obligations.

(h) The Contractor is encouraged to participate in voluntary associations that may assist in fulfilling one or more of the affirmative action obligations contained in subparagraphs (g)(1) through (16) of this clause. The efforts of a contractor association, joint contractor-union, contractor-community, or similar group of which the contractor is a member and participant may be asserted as fulfilling one or more of its obligations under subparagraphs (g)(1) through (16) of this clause, provided the Contractor--

(1) Actively participates in the group;

(2) Makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry;

(3) Ensures that concrete benefits of the program are reflected in the Contractor's minority and female workforce participation;

(4) Makes a good-faith effort to meet its individual goals and timetables; and

(5) Can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply is the Contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

(i) A single goal for minorities and a separate single goal for women shall be established. The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of Executive Order 11246, as amended, if a particular group is employed in a substantially disparate manner.

(j) The Contractor shall not use goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

(k) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts under Executive Order 11246, as amended.

(l) The Contractor shall carry out such sanctions and penalties for violation of this clause and of the Equal Opportunity clause, including suspension, termination, and cancellation of existing subcontracts, as may be imposed or ordered under Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any failure to carry out these sanctions and penalties as ordered shall be a violation of this clause and Executive Order 11246, as amended.

(m) The Contractor in fulfilling its obligations under this clause shall implement affirmative action procedures at least as extensive as those prescribed in paragraph (g) of this clause, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of Executive Order 11246, as amended, the implementing regulations, or this clause, the Deputy Assistant Secretary shall take action as prescribed in 41 CFR 60-4.8.

(n) The Contractor shall designate a responsible official to--

(1) Monitor all employment-related activity to ensure that the Contractor's equal employment policy is being carried out;

(2) Submit reports as may be required by the Government; and

(3) Keep records that shall at least include for each employee the name, address, telephone number, construction trade, union affiliation (if any), employee identification number, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, separate records are not required to be maintained.

Nothing contained herein shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(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

SEE ENCLOSED WAGE DETERMINATION

(End of clause)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR
REGISTRATION (MAY 1999)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Contractor EFT arrangements. If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(f) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(g) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(h) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(i) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(j) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

As prescribed in 36.502, insert the following clause in solicitations and contracts when a fixed-price construction contract or a fixed-price dismantling, demolition, or removal of improvements contract is contemplated and the contract amount is expected to exceed the small purchase limitation. The Contracting Officer may insert the clause in solicitations and contracts when a fixed-price construction or a fixed-price contract for dismantling, demolition, or removal of improvements is contemplated and the contract amount is expected to be within the small purchase limitation.

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of

(1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or

(2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

(End of clause)

52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

(End of clause)

52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage all existing improvements and utilities

(1) at or near the work site, and

(2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

(End of clause)

52.236-12 CLEANING UP (APR 1984)

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

(End of clause)

52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or

shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by," or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown," "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed".

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements, and (2) the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor.

(End of clause)

52.246-1 CONTRACTOR INSPECTION REQUIREMENTS (APR 1984)

The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the supplies or services furnished under this contract conform to contract requirements, including any applicable technical requirements for specified manufacturers' parts. This clause takes precedence over any Government inspection and testing required in the contract's specifications, except for specialized inspections or

tests specified to be performed solely by the Government.

(End of clause)

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>

(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)

252.236-7001 CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

(1) Large-scale drawings shall govern small-scale drawings; and

(2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

Title	File	Drawing No.
SEE SCOPE OF WORK AND NOTATION OF VIEWING OF BLUE PRINTS		

(End of clause)

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (DEC 1991)

At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a Material Inspection and Receiving Report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(End of clause)

SCOPE OF WORK

SCOPE OF WORK Tidal Basin Outlet Gate Repairs

Contractor shall provide all materials and labor to include divers to repair the six outlet gates for the Tidal Basin in Washington D. C. Work to be completed within 30 calendar days of issuance of contract. Contractor will comply with all requirements per USACE Safety Regulations for diving and for underwater construction. In addition, the contractor and employees shall comply with all directions of on-site Corps' Representative. Bidders may view the blue prints of the gates at the USACE Debris Removal Unit, 1125 O St. SE, Washington, DC upon request with a 24 hr notice. Requests shall be made to Charles R Campbell at 202-546-2132.

1. Contractor shall replace all 2"x 8" x 12 ft materials used to construct the six outlet gates. The replacement boards shall be of 2"x 8" x 12ft pressure treated material or boards suitable for submersion in water. There are approx. 120 boards secured to the metal frame with bolts, washers and nuts.
2. Contractor shall weld any broken parts of the metal frame in such a manner as to insure the proper operation of the gates involved. If necessary, any badly corroded pieces will be replaced.
3. Contractor shall use stainless steel fasteners with lock washers and flat washers for attaching the 2"x8" boards to the metal frame.
4. Upon completion of construction, contractor will remove all old materials as well as any scrap materials or leftover material from the job site and dispose of it per local jurisdiction laws and regulations.

5. Due to the location of the job site being in a Federal Park and subject to US Park Service Regulations, any permits needed for storage of materials on site as well as any other needed permits will be the responsibility of the contractor.

WAGE DETERMINATION

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. DC020001 dated 4 April 2003

HEAVY CONSTRUCTION WAGE SCHEDULES FOR THE DISTRICT OF COLUMBIA 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 CFR5.2(1))

General Decision Number DC020001

General Decision Number DC020001
 Superseded General Decision No. DC010001
 State: WASHINGTON,D.C.
 Construction Type:
 HEAVY
 HIGHWAY
 SEWER AND WATER LINE
 County(ies):
 WASHINGTON, D.C.
 HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines);
 HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	03/01/2002
1	03/08/2002
2	04/12/2002
3	04/26/2002
4	05/03/2002
5	05/24/2002
6	06/07/2002
7	07/05/2002
8	07/12/2002
9	07/26/2002
10	08/23/2002
11	09/27/2002
12	10/04/2002
13	10/18/2002
14	11/29/2002
15	02/07/2003
16	03/14/2003
17	04/04/2003

COUNTY(ies):
 WASHINGTON, D.C.
 ASBE0024A 03/01/2003

	Rates	Fringes
ASBESTOS WORKERS/HEAT AND FROST INSULATORS Includes application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems. Also the application of firestopping material for wall openings and penetrations in walls, floors, ceilings and curtain walls.	23.35	10.35

ASBE0024B 03/01/2003

	Rates	Fringes
HAZARDOUS MATERIAL HANDLER Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems.	12.37	3.91

BOIL0193A 10/01/2001

	Rates	Fringes
BOILERMAKERS	25.57	12.76

BRDC0001A 04/28/2002		
BRICKLAYERS	23.75	5.37

CARP0132A 05/01/2002		
CARPENTERS & LATHERS	21.57	3.76
PILEDRIVERS	19.95	4.50

CARP0132E 05/01/1999		
DIVERS	27.07	3.95
DIVER TENDERS	21.10	3.95

CARP1831A 09/07/1998		
MILLWRIGHTS	20.07	3.69

ELEC0026A 11/04/2002		
ELECTRICIANS	28.35	7.77 + 3%

ELEC0026H 07/01/1995		
MOTOR REPAIRMEN		
Removal and reinstallation of electrical motors	19.93	2.85+3%+a
a. PAID HOLIDAYS: New Year's Day, Martin Luther King's Birthday, Inauguration Day, Washington's Birthday, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day, or days designated as legal holidays by the Federal Government.		

ELEC0070B 03/31/2002		
LINE CONSTRUCTION:		
Linemen, Cable Splicers, Equipment Operators	24.48	2.45+17.5%
Truck with winch	14.50	2.45+17.5%
Groundmen	13.99	2.45+17.5%

* ENGI0077A 05/01/2002		
POWER EQUIPMENT OPERATORS (HEAVY AND HIGHWAY CONSTRUCTION):		
GROUP 1	23.29	4.77+a+b
GROUP 2	22.83	4.77+a+b
GROUP 3	22.12	4.77+a
GROUP 4	20.54	4.77+a
GROUP 5	16.00	4.77+a
GROUP 6	24.66	4.77+a
POWER EQUIPMENT OPERATORS CLASSIFICATIONS		
GROUP 1: 35 ton cranes & above, tower & climbing cranes, derricks, concrete boom pump, drill rigs (equivalent		

- to L & Double L), mole.
- GROUP 2: Backhoes, cableways, cranes, cherry pickers, elevating graders, hoists, paving mixers, power shovels, tunnel shovels, batch plants, shields, tunnel mining machines, gradalls, front end loaders, 3 1/2 cu. yds. and above, power driven wheel scoops and scrapers (50 cu. yds. struck capacity or above), rail tamper, draglines, boomcat, mucking machines, graders in tunnels, pile driving engines.
- GROUP 3: Front end loaders below 3 1/2 cu. yds, boom trucks, hydraulic backhoes 1/2 yds. capacity or below rubber or track mounted, tug boats, power driven wheel scoops and scrapers, blade graders, motor graders, bulldozers, trenching machines, concrete mixer, speed swing pettibone, ballast regulator, concrete pump, mechanic, welder, mechanic welder, shotcrete machines, Hoeram, locomotive (standard, narrow gauge), tuggers.
- GROUP 4: High lifts above 10 feet, boilers (skelton), asphalt spreaders, bullfloat finishing machines, concrete finishing machines, concrete spreaders, fine graders, air compressors, welding machines, pumps, generators, well points, deep wells, hydraulic pumps, elevators, freeze units, tunnel motorman or dinky operator, roller, conveyors, well drilling machines, grout pump, fireman.
- GROUP 5: Fork lifts, ditch witch, bobcat 1/3 cu. yd. and below, space heaters, sweepers, assistant engineers, oilers.
- GROUP 6: Master mechanic.
- a. PAID HOLIDAYS: New Year's Day, Inaugural Day, Decoration Day, Independence Day, Labor Day, Martin Luther King's Birthday, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.
- b. PREMIUM PAY: Tower cranes and cranes 100-ton and over to receive \$1.00 per hour premium over Group One.

 ENGI0077B 06/01/2002

	Rates	Fringes
POWER EQUIPMENT OPERATORS		
(PAVING AND INCIDENTAL GRADING):		
GROUP 1	18.80	4.05
GROUP 2	16.70	4.05
GROUP 3	15.65	4.05
GROUP 4	14.60	4.05
GROUP 5	13.55	4.05
GROUP 6	18.80	3.80

- POWER EQUIPMENT OPERATORS CLASSIFICATIONS
- GROUP 1: Gradall operator, Crane.
- GROUP 2: Boom Truck, Milling Machine, Excavator, Rubber Tire Backhoe, Asphalt Paver, Asphalt Plant Engineer.
- GROUP 3: Motor Grader, Track Loader, Rubber Tire Loader, Track Dozer, Concrete Paver.
- GROUP 4: Broom Truck, Asphalt Roller.
- GROUP 5: Air Compressor, Grade Rollers.
- GROUP 6: Mechanic.

 ENGI0077C 07/01/2001

	Rates	Fringes
POWER EQUIPMENT OPERATORS		
(SEWER, GAS AND WATER LINE CONSTRUCTION):		

GROUP 1	17.48	3.22+a
GROUP 2	17.08	3.22+a
GROUP 3	16.93	3.22+a
GROUP 4	16.85	3.22+a
GROUP 5	16.74	3.22+a
GROUP 6	16.57	3.22+a
GROUP 7	16.67	3.22+a
GROUP 8	16.57	3.22+a
GROUP 9	17.11	3.22+a
GROUP 10	16.46	3.22+a
GROUP 11	16.34	3.22+a
GROUP 12	16.25	3.22+a

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Backhoes, Cableways, Cranes, Derricks, Draglines, Power Shovels, Tunnel Shovels, Tunnel Mucking Machines (1 cubic yard capacity or above).

GROUP 2: Backhoes, Boom Cats, Cableways, Cranes, Derricks, Draglines, Elevating Graders, Hoists, Paving Mixers, Pile Driving Engines, Power and Tunnel Shovels, Tunnel Mucking Machines, Batch Plant, Concrete Pumps.

GROUP 3: Operators of Hydraulic Backhoes of below 1/2 yard capacity.

GROUP 4: Trenching machines (above 83")

GROUP 5: Trenching machines (up to and including 83"), Boilers (Skelton), Well Drilling Machines.

GROUP 6: Air Compressors (Tunnel).

GROUP 7: Front-end Loaders (Hi-Lift) and Bulldozers on Sewer and Water Line Work.

GROUP 8: Concrete Mixers, Power Driven Wheel Scoops and Scrapers, Blade graders, Motor Graders, Tunnel Mechanics, Tunnel Motormen.

GROUP 9: Mechanics.

GROUP 10: Bulldozers, Hydraulic Tamper and Hoe Pack Operators.

GROUP 11: Rollers.

GROUP 12: Air Compressors, Pumps, Welding Machines, Well Points.

- a. PAID HOLIDAYS: New Year's Day, Inaugural Day, Washington's Birthday, Decoration Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day and Martin Luther King's Birthday.

 IRON0005A 06/01/2002

	Rates	Fringes
IRONWORKERS: Structural, Ornamental and Chain Link Fence	23.23	8.605

 IRON0201A 05/01/2002

	Rates	Fringes
IRONWORKERS: Reinforcing	22.15	9.05

 LABO0074B 06/01/2002

	Rates	Fringes
LABORERS, HAZARDOUS WASTE REMOVAL, (EXCEPT ON MECHANICAL SYSTEMS): Preparation for, removing and encapsulation of hazardous		

materials from non-mechanical systems

Skilled Asbestos Abatement Laborers	14.62	2.95
Skilled Toxic and Hazardous Waste Removal Laborers	16.87	2.95

LABO0456D 06/01/2002

	Rates	Fringes
LABORERS, PAVING & INCIDENTAL GRADING:		
Sand Setter, Form Setter	15.28	3.80
Asphalt Raker, Concrete		
Saw Operator	14.74	3.80
Jack Hammer	14.65	3.80
Asphalt Tammer, Concrete		
Shoveler	14.48	3.80
Asphalt Shoveler	14.28	3.80
Laborer	14.17	3.80

LABO0456E 06/01/2002

	Rates	Fringes
LABORERS, TUNNEL, RAISE, & SHAFT (FREE AIR)		
(FOR HEAVY AND SEWER & WATER LINES CONSTRUCTION)		
GROUP 1	17.90	2.95
GROUP 2	18.39	2.95
GROUP 3	19.67	2.95
GROUP 4	20.18	2.95

LABORERS CLASSIFICATIONS

GROUP 1: Brakeman, Bull Gang, Dumper, Trackman, Concrete Man.
 GROUP 2: Chuck Tender, Powdermen in Prime House, Form Setters and Movers, Nippers, Cableman, Houseman, Groutman, Bell or Signalman, Top or Bottom Vibrator Operator.
 GROUP 3: Miners, Re-Bar Underground, Concrete or Gunnite Nozzlemen, Powdermen, Timbermen and Re-Timbermen, Wood Steel Including Liner Plate or any Other Support, Material, Motorman, Caulkers, Diamond Drill Operators, Riggers, Cement Finishers - Underground, Welders and Burners, Shield Driver, Air Trac Operator, Shotcrete Nozzleman and Potman.
 GROUP 4: Mucking Machine Operator (Air).

LABO0456F 06/01/2002

	Rates	Fringes
LABORERS (HEAVY AND HIGHWAY AND SEWER & WATER LINES CONSTRUCTION)		
GROUP 1	17.35	2.95
GROUP 2	17.59	2.95
GROUP 3	17.72	2.95
GROUP 4	17.83	2.95
GROUP 5	18.18	2.95
GROUP 6	18.60	2.95
GROUP 7	18.82	2.95
GROUP 8	19.57	2.95

LABORERS CLASSIFICATIONS

GROUP 1: Carloaders, choker setter, concrete crewman, crushed feeder, demolition laborers, including salvaging all material, loading, cleaning up, wrecking, dumpmen, flagmen, fence erector and installer, including installation and erection of fence, guard rails, median rails, reference posts, guide posts and right-

of-way markers, form strippers, general laborers, railroad track laborers, riprap man, scale man, stake jumper, structure mover, includes foundation, separation, preparation, cribbing, shoring, jacking and unloading of structures, water nozzleman, timber buckler and faller, truck loader, water boys, tool room men.

GROUP 2: Combined air and water nozzleman, cement handler, dope pot fireman (nonmechanical), form cleaning machine, mechanical railroad equipment (includes spiker, puller, tie cleaner, tamper, pipe wrapper, power driven wheelbarrows, operators of hand derricks, towmasters, scootcretes, buggymobiles and similar equipment), tamper or rammer operator, trestle scaffold builders over one tier high, power tool operator (gas, electric or pneumatic), sandblast or gunnite tailhose man, scaffold erector, (steel or wood), vibrator operator up to 4 feet) asphalt cutter, mortar men, shorer and lagger, creosote material handler, corrosive enamel or equl, paver breaker and jackhammer operators.

GROUP 3: Multi-section pipe layer, non-metallic clay and concrete pipe layer (including caulker, collarman, jointer, rigger and jacker, thermit welder and corrugated metal culvert pipe layer.

GROUP 4: Asphalt block pneumatic cutter, asphalt roller, walker chainsaw operator with attachment, concrete saw (walking), high scalers, jackhammer operator (using over 6 feet of steel), vibrator operator (6 feet and over), well point installer, air trac operator.

GROUP 5: Asphalt screeder, big drills, cut of the hole drills, (1 1/2" piston or larger), down the hole drills (3 1/2" piston or larger), gunnite or sandblaster nozzleman, asphalt raker, asphalt tamper, form setter, demolition torch operator, shotcrete nozzlelemen and potman.

GROUP 6: Powderman, master form setters.

GROUP 7: Brick paver (asphalt block paver, asphalt block sawman, asphalt block grinder; hastings block or similar type)

GROUP 8: Licensed powdermen.

LABO0456G 06/01/2002

	Rates	Fringes
LABORERS, TUNNEL, RAISE, AND SHAFT (COMPRESSED AIR) FOR HEAVY CONSTRUCTION ONLY:		
Gauge Pressure (Pounds)	Work Period (Hours)	
1-14	7	21.56
14-18	6	25.46
On any requirement for air pressure in excess of 18 PSI, work periods and rates should be negotiated at a pre-bid conference.		

LABO0456H 06/01/2002

	Rates	Fringes
LABORERS, BRICK MASONRY WORK:		
Mason Tenders	13.28	2.95
Scaffold Builders, Mortarmen & Small Equipment Operators	13.93	2.95

MARB0002E	05/01/2002		
		Rates	Fringes
MARBLE & STONE MASONS (Includes Pointing, Caulking and Cleaning of All types of Masonry, Brick, Stone and Cement structures)		25.92	8.55

MARB0003I	05/01/2002		
		Rates	Fringes
MOSAIC and TERRAZZO WORKERS, TILE LAYERS		19.98	7.48

MARB0003O	05/01/2002		
		Rates	Fringes
MARBLE, TILE and TERRAZZO FINISHERS		16.42	6.52

PAIN0051A	01/16/2003		
		Rates	Fringes
PAINTERS:			
All industrial work, industrial lead abatement, abrasive blasting, structural steel, suspended scaffolding and rigging work of any type, application of epoxies, lacquers, and chlorinated rubber base materials, and the application of any industrial special coatings and solvents on any surface		22.63	6.39
New commercial and public construction, repaint, remodeling, lead abatement, spray painters, paperhangers and drywall finishers		21.21	6.39

PLAS0891A	05/01/2002		
		Rates	Fringes
CEMENT MASONS (HEAVY CONSTRUCTION ONLY)		21.87	3.895

PLAS0891B	06/01/2002		
		Rates	Fringes
CEMENT MASONS, PAVING AND INCIDENTAL GRADING:			
Cement Masons		15.50	3.90
Form Setters		15.50	3.90
Concrete Saw Operators		15.50	3.90

PLUM0005A	08/01/2002		
		Rates	Fringes
PLUMBERS		27.67	9.24

PLUM0602E	08/01/2002		
		Rates	Fringes
STEAMFITTERS, REFRIGERATION AND AIR CONDITIONING MECHANICS		27.52	9.37+a
a. PAID HOLIDAYS: New Year's Day, Independence Day, Thanksgiving Day and the day after Thanksgiving, Labor Day and Christmas Day.			

SHEE0100A	07/01/2002		
		Rates	Fringes
SHEET METAL WORKERS		26.88	8.06

TEAM0639C	03/07/2002		
		Rates	Fringes
TRUCK DRIVERS (HEAVY AND HIGHWAY CONSTRUCTION): Tandem & Triaxle (3 or more axles, including steering axle)		15.00	5.02+a
Tractor-trailer, Low-boy		18.00	5.02+a
a. VACATION: Employees will receive one (1) week's paid vacation after one (1) year of service.			

TEAM0639N	04/01/2002		
		Rates	Fringes
TRUCK DRIVERS (HEAVY AND HIGHWAY CONSTRUCTION): Concrete Mixer Drivers		15.95	5.07+a+b
a. PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, or any day celebrated publicly in the District of Columbia as one of the above holidays.			
b. PAID VACATIONS: Employees with one (1) year of service shall be entitled to a vacation of one (1) week; five (3) years of service are entitled to two (2) weeks; fifteen (10) years of service are entitled to three (3) weeks; twenty (20) years of service are entitled to four (4) weeks.			

TEAM06390	09/01/2002		
		Rates	Fringes
TRUCK DRIVERS (PAVING AND INCIDENTAL GRADING) All paving projects where the grading is incidental to the paving		13.00	3.09

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

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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