

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W81W3G-3178-4003		PAGE 1 OF 38		
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER DACW31-03-T-0087		6. SOLICITATION ISSUE DATE 15-Jul-2003	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME WILLIAM EPPS			b. TELEPHONE NUMBER (No Collect Calls) 410-962-5610	8. OFFER DUE DATE/LOCAL TIME 02:00 PM 31 Jul 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: 7353 SIZE STANDARD: 6.0M			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS
15. DELIVER TO OPS DIV RAYSTOWN LAKE PROJECT ROBERT GWINN RD 1 BOX 222 HESSTON PA 16647 TEL: (814) 658-3405 FAX:		CODE E1R0260	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>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 <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 B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	BACKHOE/LOADER WITH OPERATOR FFP The contractor shall furnish all labor, material, and equipment, including equipment operators, necessary to perform maintenance tasks in the Seven Points Recreation Area at Raystown Lake in Huntingdon County, Pennsylvania. Work will be primarily, but not limited to campsite rehabilitation efforts per the attached Scope of Work. ***** NOTE SITE VISIT IS SCHEDULED FOR JULY 25, 2003 @ 10:00AM, MULTIPURPOSE ROOM, VISTOR CENTER ***** POC (REQUESTOR) ROBERT GWINN (814)658-3405 POC (VENDOR) POC (CONTRACTING OFFICE) WILLIAM (TONY) EPPS (410)962-5610/ tony.epps@usace.army.mil ***** ALL QUESTIONS SHALL BE SUBMITTED VIA EMAIL TO MY (TONY EPPS) ATTENTION. NO PHONE IN QUESTION FOR INFORMATION WILL BE ACCEPTED ***** PURCHASE REQUEST NUMBER: W81W3G-3178-4003	150	Hours		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	BULLDOZER WITH OPERATOR FFP BULLDOZER WITH OPERATOR PURCHASE REQUEST NUMBER: W81W3G-3178-4003	80	Hours		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		300	Hours		
	MINIEXCAVATOR WITH OPERATOR				
	FFP				
	MINIEXCAVATOR WITH OPERATOR				
	PURCHASE REQUEST NUMBER: W81W3G-3178-4003				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		300	Hours		
	SKIDSTEER WITH OPERATOR				
	FFP				
	SKIDSTEER WITH OPERATOR				
	PURCHASE REQUEST NUMBER: W81W3G-3178-4003				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		120	Hours		
	ROAD COMPACTOR WITH OPERATOR				
	FFP				
	ROAD COMPACTOR WITH OPERATOR				
	PURCHASE REQUEST NUMBER: W81W3G-3178-4003				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006		160	Hours		
	DUMP TRUCK WITH OPERATOR				
	FFP				
	DUMP TRUCK WITH OPERATOR				
	PURCHASE REQUEST NUMBER: W81W3G-3178-4003				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007		40	Hours		
	CHIPPER				
	FFP				
	CHIPPER				
	PURCHASE REQUEST NUMBER: W81W3G-3178-4003				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008		240	Hours		
	VIBRATING COMPACTOR				
	FFP				
	VIBRATING COMPACTOR				
	PURCHASE REQUEST NUMBER: W81W3G-3178-4003				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	WORK COORDINATOR FFP WORK COORDINATOR PURCHASE REQUEST NUMBER: W81W3G-3178-4003	240	Hours		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	LABORERS WITH HAND TOOLS FFP LABORERS WITH HAND TOOLS PURCHASE REQUEST NUMBER: W81W3G-3178-4003	2,000	Hours		

NET AMT

FOB: Destination

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A
0004	N/A	N/A	N/A	N/A
0005	N/A	N/A	N/A	N/A
0006	N/A	N/A	N/A	N/A
0007	N/A	N/A	N/A	N/A
0008	N/A	N/A	N/A	N/A
0009	N/A	N/A	N/A	N/A
0010	N/A	N/A	N/A	N/A

CLAUSES INCORPORATED BY REFERENCE

252.246-7000

Material Inspection And Receiving Report

DEC 1991

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-SEP-2003 TO 31-AUG-2004	N/A	OPS DIV RAYSTOWN LAKE PROJECT ROBERT GWINN RD 1 BOX 222 HESSTON PA 16647 (814) 658-3405 FOB: Destination	E1R0260
0002	POP 01-SEP-2003 TO 31-AUG-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0260
0003	POP 01-SEP-2003 TO 31-AUG-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0260
0004	POP 01-SEP-2003 TO 31-AUG-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0260
0005	POP 01-SEP-2003 TO 31-AUG-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0260
0006	POP 01-SEP-2003 TO 31-AUG-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0260
0007	POP 01-SEP-2003 TO 31-AUG-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0260
0008	POP 01-SEP-2003 TO 31-AUG-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0260
0009	POP 01-SEP-2003 TO 31-AUG-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0260
0010	POP 01-SEP-2003 TO 31-AUG-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0260

Section G - Contract Administration Data

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1 Alt I	Definitions (Dec 2001) --Alternate I	MAY 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.211-13	Time Extensions	SEP 2000
52.211-18	Variation in Estimated Quantity	APR 1984
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
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
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-6	Davis Bacon Act	FEB 1995
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	FEB 1988
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	FEB 1988
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.229-3	Federal, State And Local Taxes	JAN 1991
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 1997
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-27	Prompt Payment for Construction Contracts	FEB 2002
52.236-5	Material and Workmanship	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-5	Changes and Changed Conditions	APR 1984
52.246-1	Contractor Inspection Requirements	APR 1984

52.246-25	Limitation Of Liability--Services	FEB 1997
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
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
252.225-7012	Preference For Certain Domestic Commodities	APR 2002
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	DEC 2000
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7006	Cost Limitation	JAN 1997
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

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

The Contractor shall be required to (a) commence work under this contract within **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 31, 2004. * The time stated for completion shall include final cleanup of the premises.

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

(End of clause)

52.213-4 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):

<http://farsite.hill.af.mil>

(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)

52.225-9 BUY AMERICAN ACT—CONSTRUCTION MATERIALS (MAY 2002)

(a) Definitions. As used in this clause--

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Domestic construction material means--

- (1) An unmanufactured construction material mined or produced in the United States; or
- (2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

Foreign construction material means a construction material other than a domestic construction material.

United States means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

(b) Domestic preference. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows: [Contracting Officer to list applicable excepted materials or indicate "none"]

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \1\

Item 1			
Foreign construction material....
Domestic construction material...
Item 2			
Foreign construction material....
Domestic construction material...

Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

(End of clause)

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	APR 1991
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992

CLAUSES INCORPORATED BY FULL TEXT

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

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 532412.

(2) The small business size standard is 6.0m.

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

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

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

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

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

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

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

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

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

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

___ Black American.

___ Hispanic American.

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

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

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

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

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

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

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

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

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

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

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

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

(d) Notice.

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

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

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

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

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

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons:
(Check each block that is applicable.)

() (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

() (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

() (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

() (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

() (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(End of clause)

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

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

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

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

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

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

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

Qualifying Country End Products

Line Item Number

Country of Origin

(List only qualifying country end products.)

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

Nonqualifying Country End Products

Line Item Number

Country of Origin (If known)

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

STATEMENT OF WORK

SECTION C
DESCRIPTION/SPECS./WORK STATEMENT
Equipment Rental Contract

Raystown Lake Project, Baltimore District, U.S. Army Corps of Engineers will contract equipment rental, operators and laborers for a period beginning not less than 30 days after award until depletion of contract funds.

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

C. 1. LOCATION AND DESCRIPTION OF WORK.

C.1.1. The contractor shall furnish all labor, material, and equipment, including equipment operators, necessary to perform maintenance tasks in the Seven Points Recreation Area at Raystown Lake in Huntingdon County, Pennsylvania. Work will be primarily, but not limited to campsite rehabilitation efforts. The work is to be performed under the direction of the Contracting Officer or the Authorized Representative of the Contracting Officer and may include, but is not limited to, the following:

C.1.1.1 Backhoe, bulldozer, skidsteer, and roller, with Operators - Remove stumps, cut and compact roadway and campsites, cut drainage ditches, place drop boxes, culverts, conduits, cut and fill sloped areas, place backfill, and dig and construct landscape timber wall footers.

C.1.1.2. Truck with Driver - Remove stumps and slash and move fill material and stone (supplied by the Government) around, to, and from the work sites. Haul materials to or from a Corps storage area located within 3 miles of the work area.

C.1.1.3. Laborer - Cut trees, stack and chip slash, place culverts, drop boxes and conduits, place landscape timbers, minor placement of concrete with wheelbarrows and operation of a gas powered hand operated vibrating compactor and chainsaws, operate and feed chipper, operate small hand tools, and landscape raking and seeding.

C.1.1.4. On Site Work Coordinator – Plan daily work, insure adequate workers are on site to accomplish tasks, coordinate with COR to insure equipment and supplies are at the job site as needed, direct the work of equipment operators and laborers, insure implementation of the contractor safety plan and compliance with EM 385-1-1, maintain logbooks, insure equipment is maintained in an operational condition, and insure compliance with the terms of this contract.

C.2. SCHEDULE OF WORK.

C.2.1. The work on this contract shall be continuous and is expected to begin in early to mid-September.

C.2.2. The Contractor will not be required to work more than (8) hours per day or forty (40) hours per week. Payment for equipment – personnel actually worked in accordance with these provisions will be made at the prices shown in the Bidding Schedule.

C.2.3. No payment will be made for idle equipment. Idle equipment is equipment not working for any reason, i.e., broken down, adverse weather, or equipment not needed in the operation. The contractor will maintain a logbook/hour meter for each piece of equipment detailing beginning and ending time to the nearest 1/2 hour when any piece of equipment is in actual use. These logbooks will be available for review by the COR or his representative upon request. In addition the contractor will supply weekly, a daily accounting listing of all equipment and labor hours utilized.

C.3. OPERATION

C.3.1 Equipment will be in condition to render efficient, economical and continuous service. Failure of the equipment to perform to the satisfaction of the Contracting Officer will be sufficient cause for the termination of the contract by the Government, or the requirement by the Government that the equipment be replaced with equipment of satisfactory performance.

C.3.2. The contractor may be required to work with other contractors and employees of the Corps of Engineers or those working on behalf of the Corps of Engineers.

C.4. TRANSPORTATION.

C.4.1. Transportation of equipment and personnel to any job site on Raystown Lake from off the project will be at the expense of the contractor.

C.4.2. Contractor will furnish support vehicles sufficient to meet needs for transportation of personnel, equipment, and supplies within and between job sites at the project.

C.5. CONTRACTOR TO BEAR ALL EXPENSES OF OPERATION AND REPAIR.

C.5.1. The contractor will furnish at his own expense all skilled operators, labor, fuel, safety equipment and vehicles necessary for equipment transportation and bear all expenses incidental to the efficient operation of the plant in connection with the work. Wages and benefits will be paid at a minimum equal to the current Department of Labor Wage Determination for the appropriate labor classifications.

C.6. CONTRACTOR EQUIPMENT.

C.6.1. All equipment to be used must be inspected and approved by the Contracting Officer or his authorized representatives prior to use and at any other time deemed necessary by the Corps of Engineers. All items must have operable safety equipment as specified in EM 385-1-1, Safety and Health Requirement Manual, dated September 3, 1996. A copy of EM 385-1-1 can be viewed at <http://www.hq.usace.army.mil/soh/EM385/385TOC.htm>

C.6.2. Contractor equipment may be stored in a Government security compound. The contractor will be storing the equipment at his/her own risk.

C.6.3. All contractor employees must have and use personal protection devices as specified in EM 385-1-1 dated September 3, 1996. That equipment includes, but is not limited to, safety footwear, hard hats, eye protection, gloves, hearing protection, and chain saw chaps. Required items will be furnished and replaced by the contractor at no cost to the Government.

C.6.4. Hand tools are identified as those items electrical, gas or manually operated, necessary to perform the described work. Those tools include, but are not limited to, shovels, picks, rakes, sledge hammers, post hole diggers, chain saws, timber tongs, circular saws, electric drills, etc., and items generally described as carpenter tools.

C.7. GOVERNMENT FURNISHED MATERIAL

C.7.1 The Government will furnish all landscape timbers, (6" x 8" x 8'), landscape timber spikes, nails, fill soil, concrete, stone, drop boxes, pipes, conduits, posts, culverts and sediment control fencing and materials as deemed necessary by the government for completion of the job.

C.7.2. The Government shall be responsible for obtaining all Federal, state and local permits that may be required and the submission of any reports required.

C.7.3. The Government shall develop an Erosion and Sedimentation Control Plan and provide appropriate materials and directions for implementation by the contractor. The contractor will place and maintain in a functional condition all siltation and erosion prevention devices as required by the Corps of Engineers.

C.8. INVOICING AND PAYMENTS.

Payments to the Contractor will be made in accordance with Paragraph C.2 above "SCHEDULE OF WORK." Unless otherwise provided in the specifications, partial payments can be made at the end of each two- (2) week period. Invoices shall be prepared and submitted in triplicate to Operations Manager, U. S. Army Corps of Engineers, R. D. #1, Box 222, Hesston, Pa 16647. Invoices shall contain the following information: contract number, item number(s), description of equipment used, number of hours used, hourly rate and extended totals, invoice date and be signed by the contractor or authorized representative. The Government shall utilize equipment logs and Daily Accounting Listings (C.2.3.) to verify the accuracy of invoices. The government reserves the right to request certified payrolls.

C.9. QUANTITY OF WORK.

C.9.1 Quantities -- Quantities listed on these plans and specs are estimated. For those quantities with unit pricing, the CONTRACTOR is obligated to validate the units listed. Any disparity between the CONTRACTOR'S measured quantities and the government estimate must be brought to the government's attention before the work is performed. Any deviation less than 30% of the government estimate for the total of the contract shall be adjusted at the bid unit cost. The contractor shall compute all paving before paving commences. The contractor will inform the Contracting Officer's Representative (COR) of any variation in the measured quantities and the quantities in Section B. The COR may elect to add additional units to the contract at the same bid unit price or adjust the scope of work to fit the bid price of the contract. In Lump Sum bidding, additional (less) units shall be negotiated between the contractor and the government.

C.10. SAFETY

C.10.1. Application Publications. The publications listed below form a part of this specification and are referred to in the text by basic designation only.

C.10.2. **GENERAL:** Worker safety is of paramount importance. The Contractor shall comply with the Contract Clause in the Solicitation entitled ACCIDENT PREVENTION, including the U. S. Army Corps of Engineers Safety and Health Requirements Manual referred to therein in addition to the provisions of this specification.

C.10.3. **SAFETY PROGRAM:** The U. S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, and all subsequent revisions referred to in the Contract Clause ACCIDENT PREVENTION of this contract, are hereby supplemented as follows:

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

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

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

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

c. Subsequent job site safety meetings shall be held as follows:

(1) At least one safety meeting shall be conducted weekly, or whenever new crews begin work, by the appropriate field supervisors or foremen for all workers. An outline report of the meeting date, time, attendance, subjects discussed and who conducted it shall be maintained and copies furnished the designated authority on request.

C.10.4 **ACCIDENTS:** Accidents are to be investigated by both Contractor personnel and the Contracting Officer. ACCIDENT REPORTING, ENG FORM 3394: Section I, Paragraph 01.D, of EM 385-1-1 and the Contract Clause entitled ACCIDENT PREVENTION are amended as follows: "The prime Contractor shall report on Eng. Form 3394, supplied by the Contracting Officer, all injuries to his employees or subcontractors that result in lost time and all damage to property and/or equipment in excess of \$2,000 per incident. Verbal notification of such accident shall be made to the Contracting Officer within 24 hours. A written report on the above noted form shall be submitted to the Contracting Officer within 72 hours following such accidents. The written report shall include the following:

a. A description of the circumstances leading up to the accident, the cause of the accident, and corrective measures taken to prevent recurrence.

b. A description of the injury and name and location of the medical facility providing the examination and/or treatment.

c. A statement as to whether or not the employee was permitted to return to work after examination and treatment by the doctor, and if not, an estimate or statement of the number of days lost from work. If there have been days lost from work, state whether or not the employee has been re-examined and declared fit to resume work as of the date of the report.

C.10.5 OSHA Requirements are expected to be followed.

C.10.6 OSHA Inspections: Contractors shall immediately notify the Contracting Officer's Representative when an OSHA Compliance official (Federal or State representative) presents his/her credentials and informs the Contractor that the workplace will be inspected for OSHA compliance. Contractors shall also notify the Contracting Officer's Representative upon determination that an exit interview will take place upon completion of the OSHA inspection. (NABSA OCT 05, 1976)

C.10.7. SAFETY SUBMITTALS FOR GOVERNMENT APPROVAL: Submittals shall be in accordance with Section 01305 CONTRACTOR SUBMITTAL PROCEDURES. All required submittals of items specified in this section shall be for information only, except for those items including, but not limited to, the following, which shall be submitted for Government approval:

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

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

C.11. OBJECTIONABLE EMPLOYEES.

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

C.12. CLEANING UP.

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

C.13. LAYOUT OF WORK.

The Authorized Representative of the Contracting Officer will do the work layout. The Contractor will be responsible for the protection of such layout stakes, etc.

C.14. CONTRACTOR'S RESPONSIBILITY.

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

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

C.15. DELAYS.

C.15.1. If the contractor refuses or fails to make delivery of the equipment within the time specified in Section C.2, or any extension thereof, as provided in specification, or to maintain the property in serviceable condition and diligently and competently to conduct the specified operations as indicated by the Contracting Officer, the Government may by written notice, terminate the right of the Contractor to proceed with delivery or with further performance under the contract or such part of parts thereof affected by the delay. In such event, the Government may use or procure similar property by contract or otherwise and the Contractor shall be liable to the Government for any excess cost occasioned thereby.

C.15.2 The following schedule of monthly anticipated adverse weather delays is based on the National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The CONTRACTOR'S progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

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

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

C.15.3. Upon acknowledgment of the Notice to Proceed (NTP) and continuing throughout the contract, the CONTRACTOR will record on a daily ledger, the occurrence of adverse weather and the resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50% or more of the CONTRACTOR'S scheduled workday. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph C.6.5.1 above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent full weather work days and issue a modification for contract extension.

C.15.4 Delays Involving Government Provided Materials: The Government endeavors to provide to the Contractor in a timely manner, all government provided materials to perform the contracted functions. The Contractor is to, weekly, provide the Government with an approximate listing of contractual supplies and materials needed to complete the contracted function. The Contractor will, on the daily work log, note any delays involving government provided materials. Delays resulting in the loss of ½ day's work will be treated as a non-work day for computing liquidated damages.

C.16. Liquidated Damages

The contractor will be expected to complete the 25-site campsite rehabilitation in a maximum of 91 calendar days from the beginning of work. Similar work by previous contractors indicates that 2.5 campsite units can be completed in five (5) standard workdays. Work that extends beyond the 91-calendar days time-period may result in liquidated damages to the government of \$150.00 per day.



CLAUSES INCORPORATED BY REFERENCE

52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.211-12	Liquidated Damages--Construction	SEP 2000
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.222-23	Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction	FEB 1999
52.228-13	Alternative Payment Protections	JUL 2000
52.236-28	Preparation of Proposals--Construction	OCT 1997

CLAUSES INCORPORATED BY FULL TEXT

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from US Army Corps of Engineers, Baltimore District, Contracting Division, 10 South Howard Street, Baltimore Md. 21201-2530

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

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

(End of provision)

WAGE RATES

WAGE DETERMINATION DECISION
of the SECRETARY OF LABOR

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

Decision No. PA030004 dated 13 June 2003

HEAVY CONSTRUCTION WAGE SCHEDULES FOR HUNTINGDON AND BEDFORD COUNTIES ONLY
 APPLY TO THIS PROJECT.

General Decision Number PA030004

General Decision Number PA030004
 Superseded General Decision No. PA020004
 State: Pennsylvania
 Construction Type:

HEAVY
 HIGHWAY

County(ies):

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

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

Modification Number 0 Publication Date 06/13/2003

COUNTY(ies):

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

BOIL0013E 08/30/2002

	Rates	Fringes
CENTRE, FRANKLIN, POTTER, CLINTON, FULTON, HUNTINDON AND MIFFLIN COUNTIES		
BOILERMAKERS	31.13	14.84

BOIL0154G 06/01/2000

	Rates	Fringes
ALLEGHENY, ARMSTRONG, BEAVER, BEDFORD, BLAIR, BUTLER, CAMBRIA, CAMERON, CLARION, CLEARFIELD, CRAWFORD, ELK, FAYETTE, FOREST, GREENE, INDIANA, JEFFERSON, LAWRENCE, MCKEAN, MERCER, SOMERSET, VENANGO, WARREN, WASHINGTON AND WESTMORELAND COUNTIES		
BOILERMAKERS	26.52	12.46

BOIL0744H 10/01/2000

	Rates	Fringes
ERIE COUNTY		
BOILERMAKERS	26.95	10.91

BRPA0009A 12/01/2002

	Rates	Fringes
BEAVER COUNTY		
BRICKLAYERS	22.50	9.43

BRPA0009B	12/01/2002	
	Rates	Fringes
ALLEGHENY AND WASHINGTON (Cross Creek, Hanover, Jefferson, Mt Pleasant, Nottingham, Peters, Robinson, Smith, Union Twps) COUNTIES		
BRICKLAYERS	24.53	8.95

BRPA0009C	12/01/2002	
	Rates	Fringes
BUTLER, LAWRENCE, AND MERCER COUNTIES		
BRICKLAYERS	22.50	9.33

BRPA0009J	12/01/2002	
	Rates	Fringes
FAYETTE (Jefferson & Washington Twps), GREENE (Except Cumberland, Dunkirk, Greene, Monongahelia Twps), INDIANA, AND WESTMORELAND (Rostraver Twp) COUNTIES		
BRICKLAYERS	23.77	9.05

BRPA0009K	12/01/2002	
	Rates	Fringes
ARMSTRONG, CLARION (Brady, Madison, Perry, Tobe, Porter, Redbank Twps), FAYETTE (Except Jefferson & Washington Twps), GREENE (Cumberland, Dunkirk, Greene, Monongahelia Twps), INDIANA, AND WESTMORELAND (Except Rostrave Twp) COUNTIES		
BRICKLAYERS	23.52	9.30

BRPA0009L	11/01/2002	
	Rates	Fringes
ERIE COUNTY		
BRICKLAYERS	22.10	9.24

CARP2235G	01/01/2003	
	Rates	Fringes
PILEDRIVERMEN		
	24.48	8.72
PILEDRIVERMEN - WELDER		
	24.71	8.79

CARP2235H	01/01/2003	
	Rates	Fringes
DIVER		
	36.72	8.72
TENDER		
	24.48	8.72

CARP2274A	01/01/2003	
	Rates	Fringes
ALLEGHENY, ARMSTRONG, BEAVER, BUTLER, ERIE, FAYETTE, GREENE, LAWRENCE, MERCER, WASHINGTON, AND WESTMORELAND COUNTIES		
CARPENTERS	23.60	8.44
CARPENTERS (WELDERS)	24.12	8.62
BEDFORD, BLAIR, CAMBRIA, CAMERON, CENTRE, CLARION, CLINTON, CLEARFIELD, CRAWFORD, ELK, FOREST, FRANKLIN, FULTON, HUNTINGDON, INDIANA, JEFFERSON, MCKEAN, MIFFLIN, POTTER, SOMERSET, VENANGO, AND WARREN COUNTIES		
CARPENTERS	23.42	8.37
CARPENTERS (WELDERS)	23.94	8.56

ELEC0005F	12/28/2002	
	Rates	Fringes
ALLEGHENY, ARMSTRONG, BEDFORD, BLAIR, CAMBRIA, CAMERON, CENTRE (Remainder), CLARION, CLEARFIELD, ELK, FAYETTE, FULTON, GREENE, HUNTINGDON, INDIANA, JEFFERSON, MCKEAN, SOMERSET, WASHINGTON AND WESTMORELAND COUNTIES		
ELECTRICIANS	26.27	13.92

ELEC0005J	12/28/2002	
	Rates	Fringes

BUTLER AND VENANGO COUNTIES		
ELECTRICIANS	26.27	13.92

ELEC0056E 06/01/2002		
	Rates	Fringes
ERIE, FOREST AND WARREN COUNTIES		
ELECTRICIANS	22.55	3%+10.72

ELEC0126M 06/04/2000		
	Rates	Fringes
ALLEGHENY, ARMSTRONG, BEAVER, BEDFORD, BLAIR, CAMBRIA, CENTRE, CLARION, CLEARFIELD, FAYETTE, FULTON, GREENE, HUNTINGDON, INDIANA, JEFFERSON, SOMERSET, WASHINGTON AND WESTMORELAND COUNTIES		
LINE CONSTRUCTION:		
Lineman	28.05	2.80+18%
Winch Truck Operator	19.64	2.80+18%
Truck Driver	18.23	2.80+18%
Groundman	16.83	2.80+18%

ELEC0126Q 06/04/2000		
	Rates	Fringes
FRANKLIN AND MIFFLIN COUNTIES		
LINE CONSTRUCTION:		
Lineman	23.68	2.80+16%
Winch Truck Operator	16.58	2.80+16%
Truck Drivers	15.39	2.80+16%
Groundman	14.21	2.80+16%

ELEC0143G 06/01/2002		
	Rates	Fringes
FRANKLIN & MIFFLIN COUNTIES		
ELECTRICIANS	22.80	3.5%+8.79

ELEC0712J 12/30/2002		
	Rates	Fringes
CRAWFORD, BEAVER, LAWRENCE AND MERCER COUNTIES		
ELECTRICIANS	23.70	16.84

ELEC0812I 12/01/2002		
	Rates	Fringes
CLINTON COUNTY		
ELECTRICIANS	22.38	10.11

ELEC0812J 12/01/2002		
	Rates	Fringes
POTTER COUNTY		
ELECTRICIANS	23.40	10.14

ELEC0812M 12/01/2002		
	Rates	Fringes
CENTRE COUNTY (Burnside, Curtin, Liberty, Howard, Marion, Walker, Miles, Haines Townships)		
ELECTRICIANS	23.40	10.14

ELEC1319G 01/02/2000		
	Rates	Fringes
BUTLER, CAMERON, CLINTON, CRAWFORD, ELK, ERIE, FOREST, LAWRENCE, MCKEAN, MERCER, VENANGO, WARREN AND POTTER COUNTIES		
LINE CONSTRUCTION:		
Lineman, Dynamite Man, Heavy Equipment Operator	24.74	6%+4.35
Winch Truck Operators	17.54	6%+4.35
Groundman	15.55	6%+4.35
Truck Drivers	17.29	6%+4.35

* ENGI0066T 01/01/2003

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

POWER EQUIPMENT OPERATORS:

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

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

POWER EQUIPMENT OPERATORS:

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

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

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

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

IRON0003A	06/01/2002		
		Rates	Fringes
ALLEGHENY, FAYETTE, WESTMORELAND, CAMBRIA, INDIANA, ARMSTRONG, BUTLER, BEAVER, CLARION, AND WASHINGTON COUNTIES			
IRONWORKERS		26.82	12.81
RODMAN (Heavy Only)		21.25	8.50

IRON0207F	07/01/2002		
		Rates	Fringes
LAWRENCE, MERCER, AND VENANGO COUNTIES			
IRONWORKERS		24.40	11.85

IRON0348B	05/01/2002		
		Rates	Fringes
CRAWFORD, ERIE, FOREST, AND WARREN COUNTIES			
IRONWORKERS		22.07	12.65

IRON0404J	01/01/2003		
		Rates	Fringes
FRANKLIN (Remainder), HUNTINGDON (Remainder), AND MIFFLIN COUNTIES			
IRONWORKERS STRUCTURAL		23.17	11.95
IRONWORKERS REINFORCING		20.17	11.95

IRON0549D	07/01/2002		
		Rates	Fringes
GREENE COUNTY			
IRONWORKERS		24.78	12.41

IRON0568P	05/01/2002		
		Rates	Fringes
BEDFORD, FRANKLIN (Southwest 1/3), FULTON, HUNTINGDON (Western 2/3), AND SOMERSET COUNTIES			
IRONWORKERS:			
Structural, Ornamental, Reinforcing, Machinery Mover, Rigger & Machinery Erector, Welder, Fence Erector			
		24.23	7.12
Sheeter, Bucker-Up			
		24.48	7.12

IRON0772A	06/01/2002		
		Rates	Fringes
BLAIR, CAMERON, CENTRE, CLEARFIELD, CLINTON, ELK, JEFFERSON, MCKEAN AND POTTER COUNTIES			
IRONWORKERS		23.37	12.83

LABO0811A	01/01/2003		
		Rates	Fringes
ALLEGHENY, ARMSTRONG, BEAVER, BLAIR, BUTLER, CAMBRIA, CLARION, CLEARFIELD, ELK, ERIE, FAYETTE, GREENE, INDIANA, LAWRENCE,			

MCKEAN, MERCER, SOMERSET, VENANGO, WARREN, WASHINGTON, AND WESTMORELAND COUNTIES

LABORERS:

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

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

LABORERS:

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

LABORERS CLASSIFICATIONS

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

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

GROUP 3: Asphalt Luteman/Raker, Blacksmith, Blaster, Brick, stone and block pavers and block cutters (wood, belgian and asphalt); Cement mortar lining car pusher; Cement mortar mixer (pipe relining); Cement mortar pipe reliners; concrete saw operator (walk behind); Curb cutters and setters; Elevated roadway drainage construction; erector of overhead signs, Form setter (road forms-lead man); Grout machine operator; Gunitite or dry pack gun (nozzle and machine man); Manhole or catch basin builder (Brick block concrete or any prefabrication) Miners and drillers (including lining, supporting and form workmen, setting of shields, miscellaneous equipment and jumbos); Multi-plate pipe

(aligning and securing); Placing wire mesh on gunite projects;
 Wagon drill operators (air track or similar); Walk behind
 ditching machine (trencher or similar)

GROUP 4: Reinforcing Steel Placer (Bending, aligning, and
 securing, Cadweld)

GROUP 5: High Burner, (Any burning not done from deck)
 Welder (Pipeline)

GROUP 6: Flagperson.

GROUP 7: Toxic/Hazardous Waste Removal Laborer Levels
 C and D

GROUP 8: Toxic/Hazardous Waste Removal Laborer Levels
 A and B

PAIN0021U 05/01/2002		
	Rates	Fringes
CLINTON COUNTY		
PAINTERS:		
Brush & Roller	21.35	8.00
Spray	22.35	8.00
Bridge	22.30	8.00

PAIN0057I 06/01/2002		
	Rates	Fringes
CAMERON, CRAWFORD, FOREST, MCKEAN, POTTER AND WARREN COUNTIES		
PAINTERS:		
Brush and Roller	17.91	9.05
ERIE COUNTY		
PAINTERS:		
Brush and Roller	17.75	7.30
Spray and Sandblasting	18.50	7.30
Bridges, Stacks, Towers	19.75	7.30

PAIN0057Q 06/03/2002		
	Rates	Fringes
ALLEGHENY, FAYETTE, GREEN, WASHINGTON COUNTIES		
PAINTERS:		
Brush & Roller	22.98	8.70
Spray	23.48	8.70

PAIN0057R 06/03/2002		
	Rates	Fringes
ARMSTRONG, BEAVER, BEDFORD, BLAIR, BUTLER, CAMBRIA, CENTRE, CLARION, CLEARFIELD, ELK, FULTON, HUNTINGTON, INDIANA, JEFFERSON, LAWRENCE, MERCER, MIFFLIN, SOMERSET, VENANGO AND WESTMORELAND COUNTIES		
PAINTERS:		
Brush and Roller	22.63	9.05
Spray	23.13	9.05

PAIN0411C 05/01/2002		
	Rates	Fringes
FRANKLIN COUNTY		
PAINTERS, BRUSH	21.00	5.15

PLAS0526A 01/01/2003		
	Rates	Fringes
CEMENT MASONS	22.90	9.14

PLUM0027B 06/01/2002		
	Rates	Fringes
ALLEGHENY, ARMSTRONG, GREENE (Except extreme Eastern portion) AND WASHINGTON (Except extreme Eastern portion) COUNTIES		
PLUMBERS AND PIPEFITTERS (Bridge Drain Pipe)	28.65	10.16

PLUM0047G 05/01/2002

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

 PLUM0354E 06/01/2002

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

 PLUM0520G 05/01/2002

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

 TEAM0040A 01/01/2003

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

FOOTNOTES:

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

TRUCK DRIVERS CLASSIFICATIONS

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

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

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

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

prevailing.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

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

END OF GENERAL DECISION

CCR

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

MEMORANDUM FOR ALL CONTRACTORS

SUBJECT: Central Contractor Registration (CCR)

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

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

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

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

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

Other information regarding registration can be obtained through CCR Assistance Center (CCRAC) at 1-888-227-2423. A paper form for registration may be obtained from the DoD Electronic Commerce Information Center at 1-800-334-3414. (Note: Companies that do not wish to conduct electronic commerce with the Federal Government at this time can reduce the amount of information they must provide by answering "no" to the question "Are you Electronic Data Interchange capable?")

6. Effective immediately, the use of DUNS+4 numbers to identify vendors is limited to identifying different CCR records for the same vendor at the same physical location. For example a vendor could have two records for themselves at the same physical location to identify two separate bank accounts.

- Vendors wishing to register their subsidiaries and other entities, should ensure that each additional location obtains a separate DUNS number from Dun & Bradstreet. Dun & Bradstreet can be contacted at 1-800-333-0505.

CENAB-CT

SUBJECT: Central Contractor Registration (CCR)

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

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

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

Section M - Evaluation Factors for Award

CLAUSES INCORPORATED BY REFERENCE

52.225-10	Notice of Buy American Act Requirement--Construction Materials	MAY 2002
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