

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W81W3G-3209-6248		PAGE 1 OF 34			
2. CONTRACT NO. DACW31-03-P-0375		3. AWARD/EFFECTIVE DATE 11-Sep-2003		4. ORDER NUMBER		5. SOLICITATION NUMBER DACW31-03-T-0111		6. SOLICITATION ISSUE DATE 19-Aug-2003	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME GLORIA J FROST		b. TELEPHONE NUMBER (No Collect Calls) 410-962-3534		8. OFFER DUE DATE/LOCAL TIME 11:00 AM 28 Aug 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: 4212 SIZE STANDARD: \$10.5 MILLION		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS NET 30	
15. DELIVER TO OPS DIV SUSQUEHANNA RIVER PROJ GEORGE BIELEN P.O. BOX 369 DANVILLE PA 17821-0369		CODE E1R0230		16. ADMINISTERED BY CONTR DIV OPERATIONS BR PO BOX 1715 BALTIMORE MD 21203-1715		CODE E1P0500			
17a. CONTRACTOR/ OFFEROR B & W CONSTRUCTION BLAINE WESTERVETT 24 CAMPGROUND ROAD BEAVER DAMS NY 14812 TEL. 607-937-9998		CODE 3H1Q3 FACILITY CODE 3H1Q3		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	23. UNIT PRICE	24. AMOUNT
		SEE SCHEDULE							
25. ACCOUNTING AND APPROPRIATION DATA See Schedule							26. TOTAL AWARD AMOUNT \$4,452.00		
<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>25-Aug-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>Patricia J Hensley</i>			31c. DATE SIGNED 11-Sep-2003		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) PATRICIA J HENSLEY / ADDED BY SUMI TEL: 410-962-7718 EMAIL:					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			37. CHECK NUMBER		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42a. RECEIVED BY (Print)		42b. RECEIVED AT (Location)		42c. DATE REC'D (YY/MM/DD)	
						42d. TOTAL CONTAINERS			

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	DEBRIS REMOVAL FFP P.O.C.:GEORGE BIELEN @ 570-275-9505 BUYER: GLORIA FROST @ 410-962-3534 VENDOR REP.: BLAINE WESTERVETT @ 607-937-9998 FURNISH ALL LABOR, EQUIPMENT, MATERIALS AND SUPPLIES NECESSARY, INCLUDING ALL INCIDENTALS, TO REMOVE ALL TREES AND DEBRIS DEPOSITED FROM STORMS IN CUTLER CREEK AT THE CORNING, NEW YORK, LOCAL FLOOD PROTECTION PROJECT IN STRICT ACCORDANCE WITH THE ENCLOSED SPECIFICATIONS: ATTACHMENTS: 1. STATEMENT OF WORK 2. WAGE DETERMINATION DECISION NO.:94-2381 (REV. 25) DATED 11 JUNE 2003 OF THE SECRETARY OF LABOR IS APPLICABLE FOR THIS REQUIREMENT. PURCHASE REQUEST NUMBER: W81W3G-3209-6248	1	Lump Sum	\$4,452.00	\$4,452.00

NET AMT \$4,452.00

ACRN AA Funded Amount \$4,452.00

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	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
------	---------------	----------	-----------------	-----

0001 POP 12-SEP-2003 TO N/A OPS DIV SUSQUEHANNA RIVER PROJ E1R0230
 15-OCT-2003
 GEORGE BIELEN
 P.O. BOX 369
 DANVILLE PA 17821-0369
 570-275-9505
 FOB: Destination

ACCOUNTING AND APPROPRIATION DATA

AA: 96X31230000 082420 25000029LN003960 NA 96181
 AMOUNT: \$4,452.00

CLAUSES INCORPORATED BY REFERENCE

52.219-6	Notice Of Total Small Business Set-Aside	JUL 1996
52.222-3	Convict Labor	AUG 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.233-3	Protest After Award	AUG 1996
52.237-3	Continuity Of Services	JAN 1991
52.242-15	Stop-Work Order	AUG 1989
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
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.246-7000	Material Inspection And Receiving Report	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (FEB 2002)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance 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 post-acceptance rights (1) within a reasonable 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.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) 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 or any excusable delay, setting for 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.

(g) Invoice. The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any

United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) 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 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 which reasonably could have been avoided.

(m) 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.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) 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.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58,

Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(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)

52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989)

(a) Definitions. "Act," as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

"Contractor," as used in this clause or in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

"Service employee," as used in this clause, means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation. (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay

systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to Furnish Fringe Benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) Minimum Wage. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) Successor Contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the

Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) Notification to Employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) Safe and Sanitary Working Conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) Records. (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Act--

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay Periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) Withholding of Payments and Termination of Contract. The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) Collective Bargaining Agreements Applicable to Service Employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) Seniority List. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) Rulings and Interpretations. Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.

(p) Contractor's Certification. (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) Variations, Tolerances, and Exemptions Involving Employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision--

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

Disputes Concerning Labor Standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(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

Truck Driver \$16.55
Heavy Equipment Operator \$18.35
Laborer \$11.14

(End of clause)

52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (MAY 1989)

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.

(b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The wage determination, issued under the Service Contract Act of 1965, as amended, (41 U.S.C. 351, et seq.), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.

(d) The contract price or contract unit price labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:

(1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum

wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;

(2) An increased or decreased wage determination otherwise applied to the contract by operation of law; or

(3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (c) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

(f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price or contract unit price labor rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.

(g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

(End of clause)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(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)

52.243-5 CHANGES AND CHANGED CONDITIONS (APR 1984)

(a) The Contracting Officer may, in writing, order changes in the drawings and specifications within the general scope of the contract.

(b) The Contractor shall promptly notify the Contracting Officer, in writing, of subsurface or latent physical conditions differing materially from those indicated in this contract or unknown unusual physical conditions at the site before proceeding with the work.

(c) If changes under paragraph (a) or conditions under paragraph (b) increase or decrease the cost of, or time required for performing the work, the Contracting Officer shall make an equitable adjustment (see paragraph (d)) upon submittal of a "proposal for adjustment" (hereafter referred to as proposal) by the Contractor before final payment under the contract.

(d) The Contracting Officer shall not make an equitable adjustment under paragraph (b) unless--

(1) The Contractor has submitted and the Contracting Officer has received the required written notice; or

(2) The Contracting Officer waives the requirement for the written notice.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause.

(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)

52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(End of clause)

52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)
(APR 1984)

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Government shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

(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.af.army.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)

STATEMENT OF WORK

STORM DEBRIS CLEANUP
SOUTHERN NEW YORK FLOOD PROTECTION PROJECT
CORNING, NEW YORK

SECTION B

PRICES/COSTS

The contractor as an independent Contractor and not as an agent of the Government, shall furnish all labor, services and material, including all incidentals necessary to remove all trees and debris deposited from a storm in Cutler Creek at the Corning, NY, Local Flood Protection Project, in accordance with the specifications and drawings of this contract.

Payment will be made in a lump sum upon satisfactory completion in which the price shall include the cost of all labor, materials, equipment and incidentals required to complete the work.

ITEM	DESCRIPTION	QTY	AMOUNT
0001	JOB	1	<u>\$4,452.00</u> <u>\$4,452.00</u>

END OF SECTION B

SECTION C

STATEMENT OF WORK/SPECS/SPECIAL CONDITIONS

C.1 STATEMENT OF WORK: The Contractor shall furnish all labor, equipment, materials, and supplies necessary, including all incidentals necessary to remove all trees and debris deposited from storms, in Cutler Creek at the Corning, NY, Local Flood Protection Project, in accordance with the specifications of this contract. Project is located within Steuben County, NY.

C.1.2 SCOPE OF WORK: The Contractor shall remove and properly dispose of all trees and debris deposited or blown down in and along Cutler Creek during storms from the confluence with the Chemung River to the upstream limit of the Project. (Approximately 1 mile)

C.1.3 Site Inspection: For the benefit of prospective bidders, site inspection is highly recommended. Site visit will be coordinated by the Government to consolidate all perspective bidders into one visit. To arrange for site inspection prior to bidding contact William Wynn, Telephone (607) 692-3915.

C.2 SPECIFICATIONS:

C.2.1 Pre-Work Meeting/Site Visit: Upon notification of award, the Contractor shall contact the COR (William Wynn, 607-692-3915) to arrange a meeting time and date. Unless agreed upon otherwise, this meeting will originate at the work site. Work under this contract shall commence only after pre-work meeting has taken place.

C.2.2 Contractor shall start work not later than 7 days after notice to proceed and complete work within 21 days.

C.2.3 Permit and License Requirements: The acquisition of permits and licenses required, if any, to perform the services under this contract shall be the responsibility of the Contractor.

C.2.4 Records and Reports: In addition to the administrative requirements dictated elsewhere in this contract, the Contractor shall maintain records of contract performance, accident/injury incidences, and observance of project deficiencies. These records will be the basis for completing the Daily Construction Quality Control Report. In the event of an accident or injury involving contractor personnel or equipment in performance of services, the Contractor shall immediately notify the COR by the most expedient means feasible. If instructed so, the Contractor shall complete forms furnished, and/or, provide a written description of the incident within 24 hours of notification to do so.

C.2.5 Accident Prevention: In performing this contract, the Contractor shall provide for protecting the lives and health of employees and other persons; preventing damage to property, materials, supplies, and equipment; and avoiding work interruptions. For these purposes, the Contractor shall:

(1) Comply with any and all applicable Federal, State and Local regulations, including safety regulations. The Contractor and his employees shall wear appropriate clothing and safety equipment while mowing all areas. Minimal acceptable clothing and equipment for each person shall consist of a plain T-shirt (without offensive logos), long trousers, approved safety toe shoes or boots, a hard hat (approved type), and shatter-proof eye protection. The Contractor at Contractor's expense shall provide all clothing and safety equipment. All work shall comply with the latest edition of the U.S. Army Corps of Engineers Safety and Health Requirements Manual (EM 385-1-1).

(2) Ensure that any additional measure(s) the Contracting Officer determines to be necessary for this purpose is taken.

C.2.6 Activity Hazard Analyses: Prior to commencement of work under this contract, the Contractor shall provide a written accident prevention plan and activity hazard analysis to be reviewed and found acceptable by the Contracting Officer's Representative (COR).

C.2.7 Contract Work Periods: Work days under this contract shall be Monday through Friday inclusive, legal Federal holidays excepted. Performance is limited to daylight hours only. This work period may vary, subsequent to the approval of the COR.

C.2.8 Storage of Contractor's Equipment: Project parking/storage areas will be designated for the Contractor. Sheltering structures will not be provided, nor will construction of same be permitted. The Contractor may utilize the parking/storage accommodations only while in performance of contract services. All Contractor equipment shall be removed from parking/storage areas within 3 days of completion of work. The Government shall accept no liability for damages to, or theft of, Contractor equipment.

C.2.9 Protection of Existing Work: Contractor shall take necessary precautions to insure against damage to existing facilities and items to remain in place or remain the property of the Government. Any damage to such facilities and items including sod shall be repaired or replaced at no cost to the Government. Damaged facilities or items shall be restored with new materials equal to existing. Restored work shall meet with satisfaction of the Contracting officer.

C.2.10 Attachments

1) 3 Page Daily Construction Quality Control Report Form

END OF SECTION C

CONTRACTORS NAME: _____ ADDRESS: _____ _____ PHONE NUMBER: _____
--

DAILY CONSTRUCTION QUALITY CONTROL REPORT

PROJECT NAME: _____

LOCATION: _____ **DATE:** _____

CONTRACT NUMBER: _____ **REPORT NO.:** _____

SUPERINTENDENT: _____				
TYPE OF WORKERS	NUMBER	TYPES OF EQUIPMENT	CONSTRUCTION ON SITE	NUMBER
COMPANY	SUBCONTRACTORS RESPONSIBILITY	FOREMAN	NUMBER OF WORKERS	

TOTALS		
NO. OF WORKERS TODAY	MANHOURS TODAY	MANHOURS FOR THIS PERIOD
CONTRACT MATERIALS AND EQUIPMENT DELIVERED TO SITE WEATHER: _____ SITE CONDITIONS: _____		
DID A DELAY OR WORK STOPPAGE OCCUR TODAY? _____ IF YES, EXPLAIN. HAS ANYTHING DEVELOPED IN THE WORK WHICH MAY LEAD TO A CHANGE OR FINDING OF FACT? _____ IF YES, EXPLAIN.		

DAILY CONSTRUCTION QUALITY CONTROL REPORT

PAGE 1 OF 3 PAGES

<p style="text-align: center;">DESCRIPTION OF WORK PERFORMED TODAY (LIST BY DEFINABLE FEATURES OF WORK)</p>
<p>PREPARATORY INSPECTION: LIST ALL INSPECTIONS BY SUBJECT AND SPECIFICATION LOCATION. ATTACH MINUTES OF MEETINGS AND LIST OF ALL ATTENDEES.</p>
<p>HAVE ALL REQUIRED SUBMITTALS AND SAMPLES OF CONSTRUCTION BEEN APPROVED?</p>
<p>DO THE MATERIALS AND EQUIPMENT TO BE USED CONFORM TO THE SUBMITTALS?</p>

HAS ALL PRELIMINARY WORK BEEN INSPECTED, TESTED AND COMPLETED?
TEST REQUIRED AND INSPECTION TECHNIQUES TO BE EXECUTED TO PROVE CONTRACT COMPLIANCE (INCLUDE BOTH EXPECTED AND ACTUAL RESULTS)
HAS A PHASE HAZARD ANALYSIS BEEN PERFORMED?
COMMENTS AND DEFICIENCIES NOTED AND CORRECTIVE ACTION TAKEN:

ALL INSTRUCTIONS RECEIVED FROM QA PERSONNEL AND ACTIONS TAKEN:
JOB SAFETY (INCLUDE MEETINGS HELD AND DEFICIENCIES NOTED WITH CORRECTIVE ACTIONS):
INITIAL INSPECTION: LIST ALL INSPECTIONS BY SUBJECT AND SPECIFICATION LOCATION. COMMENTS AND/OR DEFICIENCIES NOTED AND CORRECTIVE ACTION TAKEN:
FOLLOW-UP INSPECTION: LIST ALL INSPECTIONS BY THE SUBJECT AND SPECIFICATION LOCATION. COMMENTS AND/OR DEFICIENCIES NOTED AND CORRECTIVE ACTION TAKEN:
SIGNATURE: _____ QUALITY CONTROL REPRESENTATIVE/MANAGER
THE ABOVE REPORT IS COMPLETE AND CORRECT. ALL MATERIALS AND EQUIPMENT USED AND ALL WORK PERFORMED DURING THIS REPORTING PERIOD ARE IN COMPLIANCE WITH THE CONTRACT SPECIFICATIONS, AND SUBMITTALS, EXCEPT AS NOTED ABOVE.
SIGNATURE: _____ CONTRACTOR'S APPROVED AUTHORIZED REPRESENTATIVE

WAGE DETERMINATION

WAGE DETERMINATION DECISION
OF THE SECRETARY OF LABOR

The following wage determination will be used to conform with the requirements of the Service Contract Act of 1965 (29 CFR 4) of the General Provisions:

Decision No. 94-2381 (Rev. 25) dated 11 June 2003

State(s): New York

Areas: New York COUNTIES OF Genesee, Livingston,
Monroe, Ontario, Orleans, Schuyler, Seneca,
Steuben, Wayne, Yates

WAGE DETERMINATION DECISION
OF THE SECRETARY OF LABOR

The following wage determination will be used to
Conform with the requirements of the Service Contract
Act of 1965 (29 CFR 4) of the General Provisions:

Decision No. 94-2381 (Rev. 25) dated 11 June 2003

State(s): New York

Areas: New York COUNTIES OF Genesee, Livingston,
Monroe, Ontario, Orleans, Schuyler, Seneca,
Steuben, Wayne, Yates

WAGE DETERMINATION NO: 94-2381 REV (25) AREA: NY, ROCHESTER

WAGE DETERMINATION NO: 94-2381 REV (25) AREA: NY, ROCHESTER
 REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
 FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL
 | WASHINGTON D.C. 20210
 |
 |
 | Wage Determination No.: 1994-2381
 William W.Gross Division of | Revision No.: 25
 Director Wage Determinations | Date Of Last Revision: 06/11/2003

State: New York
 Area: New York Counties of Genesee, Livingston, Monroe, Ontario, Orleans, Schuyler, Seneca, Steuben, Wayne, Yates

— **Fringe Benefits Required Follow the Occupational Listing**

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	10.58
01012 - Accounting Clerk II	11.56
01013 - Accounting Clerk III	14.03
01014 - Accounting Clerk IV	17.56
01030 - Court Reporter	14.87
01050 - Dispatcher, Motor Vehicle	14.31
01060 - Document Preparation Clerk	13.15
01070 - Messenger (Courier)	11.27
01090 - Duplicating Machine Operator	13.96
01110 - Film/Tape Librarian	12.36
01115 - General Clerk I	11.62
01116 - General Clerk II	13.05
01117 - General Clerk III	13.38
01118 - General Clerk IV	15.11
01120 - Housing Referral Assistant	17.72
01131 - Key Entry Operator I	10.93
01132 - Key Entry Operator II	12.34
01191 - Order Clerk I	9.99
01192 - Order Clerk II	16.05
01261 - Personnel Assistant (Employment) I	12.17
01262 - Personnel Assistant (Employment) II	14.22
01263 - Personnel Assistant (Employment) III	16.17
01264 - Personnel Assistant (Employment) IV	18.02
01270 - Production Control Clerk	17.30
01290 - Rental Clerk	11.24
01300 - Scheduler, Maintenance	12.89
01311 - Secretary I	12.89
01312 - Secretary II	14.87
01313 - Secretary III	17.72
01314 - Secretary IV	19.60
01315 - Secretary V	22.61
01320 - Service Order Dispatcher	11.90
01341 - Stenographer I	12.21
01342 - Stenographer II	14.64
01400 - Supply Technician	19.60
01420 - Survey Worker (Interviewer)	13.84
01460 - Switchboard Operator-Receptionist	10.40
01510 - Test Examiner	14.87

01520 - Test Proctor	14.87
01531 - Travel Clerk I	10.46
01532 - Travel Clerk II	11.06
01533 - Travel Clerk III	11.67
01611 - Word Processor I	11.85
01612 - Word Processor II	12.91
01613 - Word Processor III	14.45
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	12.01
03041 - Computer Operator I	12.66
03042 - Computer Operator II	14.45
03043 - Computer Operator III	16.69
03044 - Computer Operator IV	20.53
03045 - Computer Operator V	22.51
03071 - Computer Programmer I (1)	16.41
03072 - Computer Programmer II (1)	20.33
03073 - Computer Programmer III (1)	23.11
03074 - Computer Programmer IV (1)	26.58
03101 - Computer Systems Analyst I (1)	23.84
03102 - Computer Systems Analyst II (1)	25.82
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	12.66
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	18.71
05010 - Automotive Glass Installer	17.10
05040 - Automotive Worker	17.10
05070 - Electrician, Automotive	17.88
05100 - Mobile Equipment Servicer	15.49
05130 - Motor Equipment Metal Mechanic	18.71
05160 - Motor Equipment Metal Worker	17.10
05190 - Motor Vehicle Mechanic	18.71
05220 - Motor Vehicle Mechanic Helper	14.63
05250 - Motor Vehicle Upholstery Worker	16.28
05280 - Motor Vehicle Wrecker	17.10
05310 - Painter, Automotive	17.88
05340 - Radiator Repair Specialist	17.10
05370 - Tire Repairer	14.97
05400 - Transmission Repair Specialist	18.71
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	9.59
07010 - Baker	13.25
07041 - Cook I	11.39
07042 - Cook II	13.25
07070 - Dishwasher	9.59
07130 - Meat Cutter	13.25
07250 - Waiter/Waitress	10.18
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	17.88
09040 - Furniture Handler	12.94
09070 - Furniture Refinisher	17.88
09100 - Furniture Refinisher Helper	14.63
09110 - Furniture Repairer, Minor	16.28
09130 - Upholsterer	17.88
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	9.59
11060 - Elevator Operator	9.60
11090 - Gardener	12.04
11121 - House Keeping Aid I	8.99
11122 - House Keeping Aid II	9.60
11150 - Janitor	9.60
11210 - Laborer, Grounds Maintenance	10.18
11240 - Maid or Houseman	8.99
11270 - Pest Controller	12.63
11300 - Refuse Collector	9.59
11330 - Tractor Operator	11.62
11360 - Window Cleaner	10.19

12000 - Health Occupations	
12020 - Dental Assistant	12.98
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	11.56
12071 - Licensed Practical Nurse I	11.02
12072 - Licensed Practical Nurse II	12.36
12073 - Licensed Practical Nurse III	13.83
12100 - Medical Assistant	11.86
12130 - Medical Laboratory Technician	12.36
12160 - Medical Record Clerk	11.24
12190 - Medical Record Technician	13.54
12221 - Nursing Assistant I	8.67
12222 - Nursing Assistant II	9.74
12223 - Nursing Assistant III	10.63
12224 - Nursing Assistant IV	11.93
12250 - Pharmacy Technician	12.19
12280 - Phlebotomist	12.36
12311 - Registered Nurse I	17.13
12312 - Registered Nurse II	20.97
12313 - Registered Nurse II, Specialist	20.97
12314 - Registered Nurse III	25.37
12315 - Registered Nurse III, Anesthetist	25.37
12316 - Registered Nurse IV	30.38
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	20.01
13011 - Exhibits Specialist I	17.94
13012 - Exhibits Specialist II	22.08
13013 - Exhibits Specialist III	24.12
13041 - Illustrator I	17.94
13042 - Illustrator II	22.08
13043 - Illustrator III	24.12
13047 - Librarian	24.10
13050 - Library Technician	15.07
13071 - Photographer I	13.12
13072 - Photographer II	15.86
13073 - Photographer III	19.52
13074 - Photographer IV	21.32
13075 - Photographer V	22.85
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	7.35
15030 - Counter Attendant	7.35
15040 - Dry Cleaner	8.13
15070 - Finisher, Flatwork, Machine	7.35
15090 - Presser, Hand	7.35
15100 - Presser, Machine, Drycleaning	7.35
15130 - Presser, Machine, Shirts	7.35
15160 - Presser, Machine, Wearing Apparel, Laundry	7.35
15190 - Sewing Machine Operator	9.02
15220 - Tailor	9.91
15250 - Washer, Machine	7.10
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	12.88
19040 - Tool and Die Maker	22.18
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	17.04
21020 - Material Coordinator	19.75
21030 - Material Expediter	19.75
21040 - Material Handling Laborer	11.30
21050 - Order Filler	12.09
21071 - Forklift Operator	15.20
21080 - Production Line Worker (Food Processing)	15.53
21100 - Shipping/Receiving Clerk	10.56
21130 - Shipping Packer	10.39
21140 - Store Worker I	10.13
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	12.71
21210 - Tools and Parts Attendant	15.53
21400 - Warehouse Specialist	15.53

23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	19.39
23040 - Aircraft Mechanic Helper	14.73
23050 - Aircraft Quality Control Inspector	22.08
23060 - Aircraft Servicer	16.59
23070 - Aircraft Worker	17.52
23100 - Appliance Mechanic	17.88
23120 - Bicycle Repairer	14.97
23125 - Cable Splicer	23.67
23130 - Carpenter, Maintenance	17.88
23140 - Carpet Layer	17.10
23160 - Electrician, Maintenance	22.82
23181 - Electronics Technician, Maintenance I	20.74
23182 - Electronics Technician, Maintenance II	21.67
23183 - Electronics Technician, Maintenance III	22.66
23260 - Fabric Worker	16.28
23290 - Fire Alarm System Mechanic	19.39
23310 - Fire Extinguisher Repairer	15.66
23340 - Fuel Distribution System Mechanic	20.58
23370 - General Maintenance Worker	17.10
23400 - Heating, Refrigeration and Air Conditioning Mechanic	18.71
23430 - Heavy Equipment Mechanic	18.71
23440 - Heavy Equipment Operator	18.06
23460 - Instrument Mechanic	19.39
23470 - Laborer	11.54
23500 - Locksmith	17.88
23530 - Machinery Maintenance Mechanic	18.71
23550 - Machinist, Maintenance	18.94
23580 - Maintenance Trades Helper	14.63
23640 - Millwright	19.39
23700 - Office Appliance Repairer	18.45
23740 - Painter, Aircraft	17.88
23760 - Painter, Maintenance	17.88
23790 - Pipefitter, Maintenance	23.53
23800 - Plumber, Maintenance	19.31
23820 - Pneudraulic Systems Mechanic	19.39
23850 - Rigger	19.39
23870 - Scale Mechanic	17.52
23890 - Sheet-Metal Worker, Maintenance	18.71
23910 - Small Engine Mechanic	17.10
23930 - Telecommunication Mechanic I	21.66
23931 - Telecommunication Mechanic II	22.58
23950 - Telephone Lineman	21.52
23960 - Welder, Combination, Maintenance	18.71
23965 - Well Driller	19.39
23970 - Woodcraft Worker	19.39
23980 - Woodworker	15.49
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.03
24580 - Child Care Center Clerk	12.51
24600 - Chore Aid	8.99
24630 - Homemaker	13.91
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	20.21
25040 - Sewage Plant Operator	17.81
25070 - Stationary Engineer	20.21
25190 - Ventilation Equipment Tender	14.73
25210 - Water Treatment Plant Operator	17.28
27000 - Protective Service Occupations	
(not set) - Police Officer	20.68
27004 - Alarm Monitor	14.62
27006 - Corrections Officer	18.49
27010 - Court Security Officer	18.83
27040 - Detention Officer	18.49
27070 - Firefighter	17.69
27101 - Guard I	13.30

27102 - Guard II	17.01
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	18.16
28020 - Hatch Tender	18.16
28030 - Line Handler	18.16
28040 - Stevedore I	17.23
28050 - Stevedore II	18.94
29000 - Technical Occupations	
21150 - Graphic Artist	20.16
29010 - Air Traffic Control Specialist, Center (2)	28.21
29011 - Air Traffic Control Specialist, Station (2)	19.46
29012 - Air Traffic Control Specialist, Terminal (2)	21.43
29023 - Archeological Technician I	17.48
29024 - Archeological Technician II	19.67
29025 - Archeological Technician III	24.29
29030 - Cartographic Technician	24.79
29035 - Computer Based Training (CBT) Specialist/ Instructor	23.84
29040 - Civil Engineering Technician	20.48
29061 - Drafter I	14.52
29062 - Drafter II	16.32
29063 - Drafter III	19.73
29064 - Drafter IV	24.29
29081 - Engineering Technician I	14.67
29082 - Engineering Technician II	16.50
29083 - Engineering Technician III	19.93
29084 - Engineering Technician IV	23.73
29085 - Engineering Technician V	26.33
29086 - Engineering Technician VI	28.24
29090 - Environmental Technician	18.48
29100 - Flight Simulator/Instructor (Pilot)	25.82
29160 - Instructor	21.41
29210 - Laboratory Technician	17.27
29240 - Mathematical Technician	23.49
29361 - Paralegal/Legal Assistant I	16.13
29362 - Paralegal/Legal Assistant II	19.89
29363 - Paralegal/Legal Assistant III	24.32
29364 - Paralegal/Legal Assistant IV	29.44
29390 - Photooptics Technician	18.87
29480 - Technical Writer	22.71
29491 - Unexploded Ordnance (UXO) Technician I	17.93
29492 - Unexploded Ordnance (UXO) Technician II	21.70
29493 - Unexploded Ordnance (UXO) Technician III	26.01
29494 - Unexploded (UXO) Safety Escort	17.93
29495 - Unexploded (UXO) Sweep Personnel	17.93
29620 - Weather Observer, Senior (3)	20.89
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	18.81
29622 - Weather Observer, Upper Air (3)	18.81
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	15.50
31260 - Parking and Lot Attendant	8.63
31290 - Shuttle Bus Driver	12.18
31300 - Taxi Driver	10.45
31361 - Truckdriver, Light Truck	12.18
31362 - Truckdriver, Medium Truck	17.05
31363 - Truckdriver, Heavy Truck	17.46
31364 - Truckdriver, Tractor-Trailer	17.89
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	10.80
99030 - Cashier	8.19
99041 - Carnival Equipment Operator	11.62
99042 - Carnival Equipment Repairer	12.04
99043 - Carnival Worker	9.59
99050 - Desk Clerk	10.03
99095 - Embalmer	17.93
99300 - Lifeguard	9.42
99310 - Mortician	18.23

99350 - Park Attendant (Aide)	11.84
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.10
99500 - Recreation Specialist	13.91
99510 - Recycling Worker	12.53
99610 - Sales Clerk	8.94
99620 - School Crossing Guard (Crosswalk Attendant)	9.59
99630 - Sport Official	9.42
99658 - Survey Party Chief (Chief of Party)	21.46
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	18.45
99660 - Surveying Aide	13.44
99690 - Swimming Pool Operator	13.25
99720 - Vending Machine Attendant	10.23
99730 - Vending Machine Repairer	13.09
99740 - Vending Machine Repairer Helper	10.23

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.36 an hour or \$94.40 a week or \$409.07 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 10 years, and 5 weeks after 20 years. Length of service includes the whole span of continuous service with the

present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg.

29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther

King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day,

Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A

contractor may substitute for any of the named holidays another day off with pay in

accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as

numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT

DIFFERENTIAL: An employee is

entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M.

at the rate of basic pay plus a night pay differential amounting to 10 percent of

the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a

regular tour of duty, you will earn a night differential and receive an additional

10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time

employed (40 hours a week) and Sunday is part of your regularly scheduled workweek,

you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic

rate for each hour of Sunday work which is not overtime (i.e. occasional work on

Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do

not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION **** Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form

1444 (SF 1444) }

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 ©(vi)}

When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees

performs any contract work.

- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.
Information required by the Regulations must be submitted on SF 1444 or bond paper.
When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.