

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W81W3G-3224-7487		PAGE 1 OF 28		
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER DACW31-03-T-0130		6. SOLICITATION ISSUE DATE 08-Sep-2003	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME SANDRA L WICKS			b. TELEPHONE NUMBER (No Collect Calls) 410-962-3987	8. OFFER DUE DATE/LOCAL TIME 04:00 PM 22 Sep 2003		
9. ISSUED BY CONTRACTING DIVISION PO BOX 1715 BALTIMORE MD 21203-1715  TEL: 410-962-5638 FAX: 410-962-0933		CODE CW31	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A)  SIC: 1799 SIZE STANDARD:12.0 mil			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	
15. DELIVER TO  <b>SEE SCHEDULE</b>		CODE	16. ADMINISTERED BY			CODE		
17a. CONTRACTOR/OFFEROR  TEL.		CODE	18a. PAYMENT WILL BE MADE BY			CODE		
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	
<b>SEE SCHEDULE</b>								
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED								
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED								
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input checked="" type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:				
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			31c. DATE SIGNED		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)					
			TEL:		EMAIL:			
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED			33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR			
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			37. CHECK NUMBER		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	40. PAID BY		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY (Print)					
			42b. RECEIVED AT (Location)					
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS				

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	INSTALL WOVEN WIRE DEER FENCING FFP INSTALL WOVEN WIRE DEER FENCING AT 2 LOCATIONS AT RAYSTOWN LAKE IN ACCORDANCE WITH THE ATTACHED "SCOPE OF WORK". THE CONTRACTOR WILL BE REQUIRED TO ATTEND A PRE-WORK CONFERENCE TO BE HELD AT RAYSTOWN LAKE PRIOR TO BEGINNING WORK. All interested contractors must be registered with Central Contractor Registration (CCR). Please contact the website for additional information: www.CCR.gov or telephone 1-888-CCR-2423 to obtain a package to complete. Award will not be issued to an unregistered vendor. Vendor must submit the following information with bid response: Tax identification number (TIN), Dun & Bradstreet number and Cage Code number. Technical POC: Jeffrey Krause @ (814) 658-3405 POC (Contracting Office) Sandy Wicks @ (410) 962-3987 (410) 962-0933 PURCHASE REQUEST NUMBER: W81W3G-3224-7487	1	Lump Sum		

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NET AMT

FOB: Destination

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	N/A

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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0001 POP 22-SEP-2003 TO N/A N/A  
 22-APR-2004 FOB: Destination

## CLAUSES INCORPORATED BY REFERENCE

52.202-1 Alt I	Definitions (Dec 2001) --Alternate I	MAY 2001
52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.211-13	Time Extensions	SEP 2000
52.211-18	Variation in Estimated Quantity	APR 1984
52.212-3	Offeror Representations and Certifications - Commercial Items	MAY 2002
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.216-7 Alt I	Allowable Cost and Payment (Feb 2002) - Alternate I	FEB 1997
52.219-1	Small Business Program Representations	APR 2002
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
52.222-6	Davis Bacon Act	FEB 1995
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	FEB 1988
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	FEB 1988
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis -Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.225-9	Buy American Act--Construction Materials	MAY 2002
52.225-10	Notice of Buy American Act Requirement--Construction Materials	MAY 2002
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
52.232-28	Invitation to Propose Performance-Based Payments	MAR 2000
52.236-5	Material and Workmanship	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-7	Permits and Responsibilities	NOV 1991
52.236-17	Layout of Work	APR 1984
52.236-26	Preconstruction Conference	FEB 1995
52.236-28	Preparation of Proposals --Construction	OCT 1997
52.242-14	Suspension of Work	APR 1984
52.243-5	Changes and Changed Conditions	APR 1984
52.246-1	Contractor Inspection Requirements	APR 1984
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
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	DEC 2000

252.236-7000	Modification Proposals -Price Breakdown	DEC 1991
252.236-7001	Contract Drawings, Maps, and Specifications	AUG 2000
252.236-7006	Cost Limitation	JAN 1997
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.246-7000	Material Inspection And Receiving Report	DEC 1991

#### CLAUSES INCORPORATED BY FULL TEXT

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

The Contractor shall be required to (a) commence work under this contract within (Contracting Officer insert number) 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 . \* 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)

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

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

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

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

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

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

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

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

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

(End of provision)

#### 52.225-9 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\
<b>Item 1</b>			
Foreign construction material....	.....	.....	.....
Domestic construction material...	.....	.....	.....
<b>Item 2</b>			
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)

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>

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

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

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

(End of provision)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

SCOPE OF WORK

Bid Sheet

For

services of a contractor to supply all labor, equipment, materials, and accessories necessary to install deer fence in designated area in accordance with Sec. C-Description/Spec/Work Statement

ITEM	DESCRIPTION	QTY	UNIT	AMOUNT
01	Install a total of 8,200 ft. Woven Wire and 3 vehicle gates at two sites at Raystown Lake. (see attached maps and specifications)	1	ea	\$ _____.
total				\$ _____.

## SECTION C

### DESCRIPTIONS/SPECIFICATIONS/WORK STATEMENT

#### **C.1. Deer Fence Installation – Scope of Work**

##### **C.1.1. Installation Requirements**

C.1.1.1. The Contractor will be required to assemble and install deer fences at the Raystown Lake Project in accordance with the Bid Specifications. See Appendix B, Bid Specifications.

C.1.1.2. The Contractor shall provide all labor, equipment, materials, and accessories necessary to construct and install woven wire deer fence in the Raystown Lake Project. See Appendix A.

C.1.1.3. The Contractor may be limited to a designated entry and exit area to avoid conflicts with park visitors. Any conflicts that arise between the Contractor or his personnel and the visiting public will be addressed by the Contracting Officer or his/her Designated Representative.

C.1.1.4. The Contractor will be required to attend a pre-work conference prior to beginning work. The pre-work conference will be conducted at the Raystown Lake Ranger Office.

#### **C.2. Material and Equipment Requirements**

C.2.1. The Contractor will provide the following:

- All manual, electric or power driven equipment necessary to install deer fence
- All posts, wire, fasteners, and fastening boards
- Labor sufficient to install deer fence

C.2.2. Costs incurred due to damage(s) to any government facility caused by the Contractor and/or his employees will be the responsibility of the Contractor.

C.2.3. The Contractor will furnish support vehicles sufficient to meet the needs for transportation of personnel, equipment and supplies within and between job sites at the project.

C.2.4. Government Furnished Materials. The Corps of Engineers shall furnish:

- Key to gate for entering and exiting management area

C.2.5. Contractor is responsible for one 8' gate at each fence area.

### **C.3. Contractor Equipment and Safety**

C.3.1 Contractor equipment may be inspected and approved by the Contracting Officer or his authorized representative prior to use. All applicable items must have operable safety equipment as specified in EM 385-1-1, Safety and Health Requirements Manual, dated 3 September 1996, available in the Raystown Lake Office.

C.3.2. All contractor employees must have and use personal protective devices as specified in EM 385-1-1 dated 3 September 1996. That equipment includes, but is not limited to, hard hats, hearing protection, footwear and eye protection. Required items will be furnished at no cost to the Government.

### **C.4. Contract Period**

C.4.1. The installation shall commence within fourteen (14) days following the receipt of Notice to Proceed. All work is to be completed within twenty (20) weeks from the starting date. Services will be performed continuously as required by the Contracting Officer or his Authorized Representative during the contract period to accomplish the work. At the option of the Government, the contract period may be extended a maximum of thirty (30) days.

C.4.2. The Contractor is required to perform work between the hours of 7a.m. and 5p.m. Work performed other than previously specified is to be approved in advance by Contracting Officer.

C.4.3. The Installation will be considered successful and completed when the Contracting Officer conducts a Final Inspection of the deer fence.

### **C.5. Invoicing and Payment**

The Contractor shall submit an itemized invoice after completion of the deer fence installation. The invoice will contain, at a minimum, the contractor's name, address, contract number, date submitted and cost per bid item.

### **C.6. Deductions**

All work shall be performed in an orderly fashion consistent with the specifications as outlined in C.1.1.1. and C.1.1.2. 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 defects in services cannot be corrected by re-performance, 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.

**C.7. Default**

Default of the contract shall be considered for various reasons relating to nonperformance of the contractual specifications. Work not completed to specifications will be repaired at the expense of the contractor. When defects in services cannot be corrected by re-performance, 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.

**C.8. Insurance**

Pursuant to the contract clause entitled, Insurance—Work on a Government Installation, the contractor shall procure and maintain during the entire period of his performance under the contract the following minimum insurance.

Type	Amount
Comprehensive General Liability Bodily injury or death	\$500,000 per occurrence
Motor Vehicle Liability (for each vehicle) Bodily injury or death	\$ 200,000 per person \$500,000 per occurrence
Property Damage	\$20,000 per occurrence
Workers' Compensation and Employer's Liability	\$100,000 per person

Worker's Compensation and Employer's Liability: Contractors are required to comply with applicable Federal and State Worker's compensation and occupational disease statutes.

**C.9. Final Inspection and Acceptance**

Acceptance of services is the responsibility of the Contracting Officer or his/her authorized representative (COR). The Contractor will provide a letter stating that all facilities have been installed according the manufacturers recommendations.

End of Section C

## APPENDIX A

### BID SPECIFICATIONS FOR WOVEN WIRE FENCE TO BE INSTALLED AT RAYSTOWN LAKE

#### SCOPE OF WORK:

The Corps of Engineers requires woven wire fence installation. Services shall include, but are not limited to the furnishing of all labor, superintendence, material, tools and equipment for woven wire fence as per attached installation guidelines.

#### Project Location:

Two areas comprised of approximately 5,000 lineal feet in clear-cuts in Penn Township, Huntingdon County, and approximately 3,200 lineal feet around improvement sale (site 2) in Juniata Township. See attached maps. Both sites are with a few hundred yards of service roads that are accessible by vehicles and trailers.

#### Clearing Fence Area:

The Corps of Engineers does not require a fence path to be created. Only those obstructions crossing the path of the fence or present or potential damage to the fence need to be cut. The fence may be constructed on the inside perimeter of the clear cut and trees may be used as poles or anchors.

#### Fence Supports:

The contractor will erect the fence by fastening the fence to posts or trees. No trees of a DBH(diameter at breast height) greater than 12 inches will have fasteners driven into them. All trees will be protected by having a 2 inch by 4 inch board placed between the fence and the tree and the fence attached to the board. When posts are used corner posts must be 6by 6 inch treated or 5 inch round posts. All other posts must be 4 inch treated. Post will be 12 inches long and placed 36 inches in the ground. If guy wires are used the must be marked for safety. Maximum distance between fence supports will be no greater than 30 feet between post and 40 feet between trees.

#### Fence Materials:

The fence will be approximately 7 feet high using one 96 inch or two 48 inch rolls of galvanized steel woven wire. When using two rolls the fence will be fastened together every 3 feet. Wire fencing materials will have no more than 6 inches between stay wires and at least 20 graduated line wires. The top and bottom wires will be 12-1/2 gauge wire. No aluminum may be used in the construction of the fence. One gate per fenced clear cut will be installed.

#### Securing Fence Bottom:

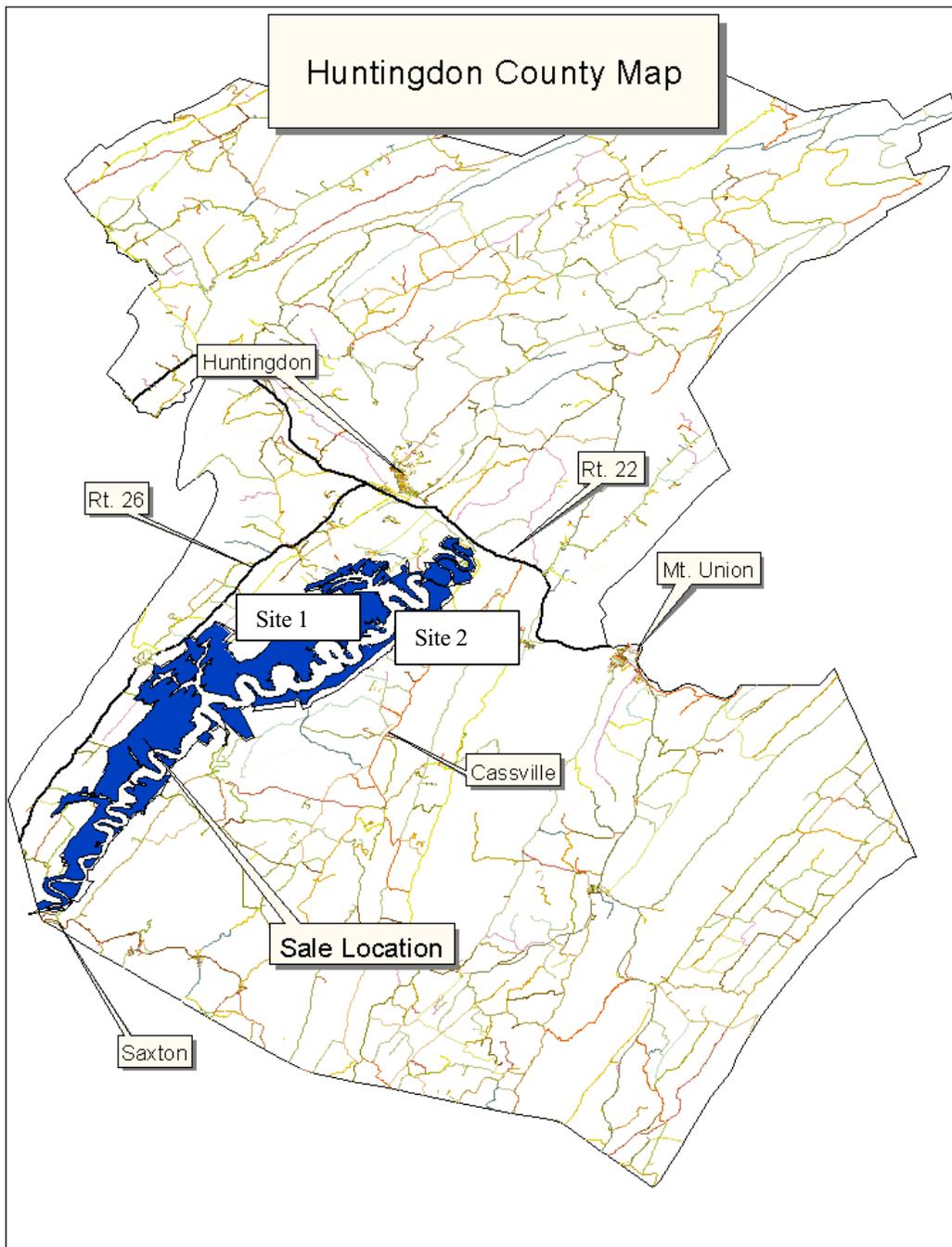
The fence must be constructed so that deer will be unable to crawl under the fence by leaving one foot overlap on the ground on the outside of the fence. The fence is to be anchored by the use of staples , stakes, rocks or deadwood.

#### Debris and Garbage:

The contractor will remove all debris and garbage generated during the construction of the fence

Gate

One vehicle through gate will be placed in each fenced area. Gate built to swing outward, 8 feet high by eight feet wide. Opening is flush with the ground surface. Gate frame is ½” metal rod welded together. Gate support is “T” type metal posts welded together. Hinges are ¾” metal pipe.



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 COUNTY 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            Publication Date

0                                    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%

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 ELEC0126Q 06/04/2000

	Rates	Fringes
FRANKLIN AND MIFFLIN COUNTIES		
LINE CONSTRUCTION:		
Lineman	23.68	2.80+16%
Winch Truck Operator	16.58	2.80+16%
Truck Drivers	15.39	2,80+16%
Groundman	14.21	2.80+16%

-----  
 ELEC0143G 06/01/2002

	Rates	Fringes
FRANKLIN & MIFFLIN COUNTIES		
ELECTRICIANS	22.80	3.5%+8.79

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 ELEC0712J 12/30/2002

	Rates	Fringes
CRAWFORD, BEAVER, LAWRENCE AND MERCER COUNTIES		
ELECTRICIANS	23.70	16.84

-----  
 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

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 ELEC0812M 12/01/2002

	Rates	Fringes
CENTRE COUNTY (Burnside, Curtin, Liberty, Howard, Marion, Walker, Miles, Haines Townships)		
ELECTRICIANS	23.40	10.14

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 ELEC1319G 01/02/2000

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

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 \* ENGI0066T 01/01/2003

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

POWER EQUIPMENT OPERTORS:

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

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

POWER EQUIPMENT OPERATORS:

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1 -Asphalt Paving Machine (Spreader),Autograde (C.M.I. and similar); Backfiller, Backhoe -360 degree Swing; Cableway; Caisson Drill(similar to Hugh Williams),Central Mix Plant; Cooling Plant; Concrete Paving Mixer,Concrete Pump (self-propelled); Cranes; Cranes (boom or mast over 101ft.\$ .25 per each additional 50 feet inclusive of jib), Cranes (Tower Stationary- Climbing Tower Crane); Derrick; Derrick Boat; Dozer (d-6 & over); Dragline; Dredge; Dredge Hydraulic; Elevating Grader; Franki Pile Machine; Gradall (remote controler 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; Prespliter 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 Stablizer 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 selp-propelled); Conveyor; Elevator (Material hauling only); Fork-lift (Ridden or self-propelled); Form Line Machine; Generator; Groute 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).

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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
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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
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IRON0549D	07/01/2002	
	Rates	Fringes

GREENE COUNTY

IRONWORKERS 24.78 12.41

IRON0568P 05/01/2002

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

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

IRONWORKERS 23.37 12.83

LABO0811A 01/01/2003

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

LABORERS:

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

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

LABORERS:

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

LABORERS CLASSIFICATIONS

GROUP 1: Asphalt curb sealer; Asphalt tamper; Batcherman (weigh) Blaster, Boatman, Brakeman, Change house attendant, Cofferdam, Concrete curing pitman, Puddler, Drill Runner's helper (Includes Drill Mounted on Truck, Track, or similar and Davey Drill Spots, Clean up, helps to maintain), Electric Brush and or Grinder, Fence Construction (Including Fence Machine

Operator) Form stripper and Mover, Gabion (Erectors and Placers) Hydro jet blaster nozzleman; Landscape laborer, Manually moved emulsion sprayer, Radio actuated traffic control operator Rip rap work, scaffolds and Runways, Sheetters and Shorers (includes lagging) structural concrete Top Surfacers, Walk Behind Street Sweeper, and Wood Chipper

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

GROUP 3: Asphalt Luteman/Raker, Blacksmith, Blaster, Brick, stone and block pavers and block cutters (wood, belgian and asphalt); Cement mortar lining car pusher; Cement mortar mixer (pipe relining); Cement mortar pipe reliners; concrete saw operator (walk behind); Curb cutters and setters; Elevated roadway drainage construction; erector of overhead signs, Form setter (road forms-lead man); Grout machine operator; Gunite 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

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PAIN0021U 05/01/2002

Rates

Fringes

CLINTON COUNTY



PLUMBERS AND PIPEFITTERS

(Bridge Drain Pipe)	25.52	10.46
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 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
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 PLUM0520G 05/01/2002

	Rates	Fringes
CENTRE, CLINTON, FRANKLIN, FULTON, MIFFLIN, AND POTTER COUNTIES		

PLUMBERS AND PIPEFITTERS

(Bridge Drain Pipe)	24.93	10.19
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 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

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

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

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

#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

Administrative Review Board  
 U. S. Department of Labor  
 200 Constitution Avenue, N. W.

Washington, D. C. 20210

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

END OF GENERAL DECISION

MAGITUDE OF CONSTRUCTION

**36.204 -- Disclosure of the Magnitude of Construction Projects.**

The magnitude of this requirement is estimated at:

(a) Less than \$25,000