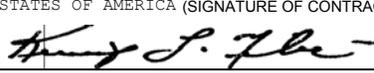


<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W81W3G-4043-0795		PAGE 1 OF 25	
2. CONTRACT NO. W912DR-04-P-0293		3. AWARD/EFFECTIVE DATE 21-Apr-2004		4. ORDER NUMBER		5. SOLICITATION NUMBER W912DR-04-T-0049	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME WILLIAM EPPS		b. TELEPHONE NUMBER (No Collect Calls) 410-962-5610		6. SOLICITATION ISSUE DATE 27-Mar-2004	
9. ISSUED BY USAED - BALTIMORE 10 SOUTH HOWARD STREET BALTIMORE MD 21201		CODE W912DR		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)		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	
TEL: FAX:		SIC: 1629 SIZE STANDARD: 17.0M		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		12. DISCOUNT TERMS 0% NET 30 DAYS	
15. DELIVER TO TIOGA-HAMMOND/COWANESQUE LAKE PEPPINO J PERSIO RD 1, BOX 65 TIOGA PA 16946		CODE E1R0250		16. ADMINISTERED BY		CODE	
				<b>SEE ITEM 9</b>			
17a. CONTRACTOR/ OFFEROR RAND GROUP CHARLOTTE LIVINGSTON 421 EAST PENN STREET BEDFORD PA 15522-1436		CODE 3EP88		18a. PAYMENT WILL BE MADE BY USACE FINANCE CENTER ATTN: DISBURSING 5722 INTEGRITY DRIVE MILLINGTON TN 38054-5005		CODE TOB0200	
TEL. 814-624-0642		FACILITY CODE 3EP88					
<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	
		<b>SEE SCHEDULE</b>				23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA <b>See Schedule</b>						26. TOTAL AWARD AMOUNT <b>\$90,720.00</b>	
<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 checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.				ADDENDA <input checked="" 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 W912FT-04-T-0049 <input checked="" type="checkbox"/> OFFER DATED <u>10-Apr-2004</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE			
30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED			
				21-Apr-2004			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) KENNETH MITCHELL, MAJ / Added by SUMI TEL: 410-962-5617 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		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR	
		PARTIAL <input type="checkbox"/> FINAL <input type="checkbox"/>					
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		41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		40. PAID BY	
		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		1	Lump Sum	\$90,720.00	\$90,720.00

REMOVAL OF SEDIMENT IN TIOGA RIVER  
FFP

The Contractor shall furnish all necessary supervision, labor, personnel, materials, supplies, parts, tools, equipment and vehicles required to but not limited to: Removing deposited materials in the Tioga River in Mansfield, PA. See enclosed drawing showing approximate limits of the project.

POC (REQUESTOR) JULIA FRITZ (410)962-4895  
POC (VENDOR)  
POC (CONTRACTING OFFICE) WILLIAM EPPS (410) 962-5610/ EMAIL:  
TONY.EPPS@USACE.ARMY.MIL

NOTE: ALL QUESTION SHALL BE SUBMITTED VIA EMAIL TO MY ATTENTION (TONY EPPS) NO QUESTION WILL BE ACCEPTED VIA PHONE OR FAX. NO PHONE OR FAX REQUEST FOR COPIES OF SOLICITATION WILL BE ACCEPTED. ALL BIDS CAN BE FAXED (410) 962-0933, EMAILED TO MY ATTENTION OR MAILED TO: U.S. ARMY CORPS OF ENGINEERS, CONTRACTING DIVISION, ATTN: TONY EPPS 10 SOUTH HOWARD STREET, BALTIMORE, MD 21201-2530  
PURCHASE REQUEST NUMBER: W81W3G-4043-0795

---

NET AMT \$90,720.00

ACRN AA Funded Amount \$90,720.00

FOB: Destination

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

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

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 28-APR-2004 TO 30-SEP-2004	N/A	TIOGA-HAMMOND/COWANESQUE LAKE E1R0250 PEPPINO J PERSIO RD 1, BOX 65 TIOGA PA 16946 (570)835-5281 FOB: Destination	

ACCOUNTING AND APPROPRIATION DATA

AA: 96X31230000 082420 2500H88GH7018250 NA 96181  
COST 000000000000  
CODE:  
AMOUNT: \$90,720.00

CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (Jul 1995) -- Alternate I	OCT 1995
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2003
52.219-3	Notice of Total HUBZone Set-Aide	JAN 1999
52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996

52.233-3	Protest After Award	AUG 1996
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.242-15	Stop-Work Order	AUG 1989
52.243-5	Changes and Changed Conditions	APR 1984
52.246-1	Contractor Inspection Requirements	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.253-1	Computer Generated Forms	JAN 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Required Central Contractor Registration Alternate A	NOV 2003
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.219-7011	Notification to Delay Performance	JUN 1998
252.225-7001	Buy American Act And Balance Of Payments Program	APR 2003
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	FEB 2003
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	APR 2003
252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.246-7000	Material Inspection And Receiving Report	MAR 2003

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2004) (DEVIATION)

(a) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (a) if the contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and do not contain the clause at 52.215-2, 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) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (October 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(c) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(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

Heavy Equipment Operator @ \$14.88 per hour;  
Truck Driver, Medium Truck @ \$13.44 per hour; and  
Laborer @ \$11.11 per hour

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

HTTP://FARSITE.HILL.AF.MIL

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JAN 2004) (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:**

- |                            |   |
|----------------------------|---|
| <b><u>252.225-7014</u></b> | <b><u>PREFERENCE FOR DOMESTIC SPECIALTY METALS, ALTERNATE I (APR 2003) (10 U.S.C. 2533A).</u></b> |
| <b><u>252.247-7023</u></b> | <b><u>TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002) (10 U.S.C. 2631)</u></b>                       |
| <b><u>252.247-7024</u></b> | <b><u>NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000) (10 U.S.C. 2631)</u></b>       |

**(END OF CLAUSE)**

**STATEMENT OF WORK**

SECTION C

**I STATEMENT OF WORK**

C.1.1 Statement of Work: The Contractor shall furnish all necessary supervision, labor, personnel, materials, supplies, parts, tools, equipment and vehicles required to but not limited to: Removing deposited materials in the **Tioga River** in Mansfield, PA. See enclosed drawing showing approximate limits of the project.

C.1.2 Mansfield, PA is located in Tioga County along U.S. Route 15, approximately 50 miles north of Williamsport.

C.1.3. Estimated quantities and/or the work performed are described herein. These quantities are approximate and are provided only for the Contractor's information to assist in preparation of bids. They are not guaranteed and the actual quantities may be more or less than shown. Variation in these estimated quantities shall not be justification for modification of the contract or request for additional payment. Contractor's work and responsibility shall include but shall not be limited to all planning, programming, administration, and management necessary to assure that all services are conducted in accordance with the contract and all applicable laws, regulation codes, and directives. The Contractor shall ensure that all work meets or exceeds critical reliability rates or tolerances specified or included in the referenced documents. Contractor shall perform all related Contractor administrative services necessary to perform the work such as supply, procurement, quality control, work scheduling, Contractor financial control, and maintenance of accurate and complete records and files.

C.1.4 To formulate a plan to remove the deposited material a pre-bid site visit is highly recommended. To arrange a site visit prior to bidding contact Pax Whipple at (570) 835-5281.

## II. SPECIAL CONDITIONS

C.2.1 Working Hours: Normal working hours and days except as otherwise specified or approved in advance by the Operations Manager and Contracting Officer's Representative (COR), shall be Monday through Friday between 7:00 a.m. and 5:00 p.m. No work shall be performed on Federal Holidays.

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

C.2.3 Accident Prevention: In performing this contract, the Contractor shall comply with all current federal, state, and local safety regulations, including the U.S. Army Corps of Engineers Safety and Health Requirements Manual EM 385-1-1, and shall comply with any subsequent changes. The Corps of Engineers Safety and Health Requirements Manual EM 385-1-1 may be found on the World Wide Web at <http://www.hqusace.army.mil/ceso/cesopub.htm>. Prior to commencement of work under this contract the Contractor shall furnish the following for approval by the COR,

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

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

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

C.2.6 Environmental Program: The Contractor shall comply with federal, state and local laws, regulations and standards regarding environmental protection. The Contractor shall exercise care and safety in the performance of the Contract and shall take necessary precautions to avoid contamination of the water, damage to private property and injury to employees and the public. Whenever the Contractor is working in a stream, a sediment Control system shall be installed downstream of the work area. The Contractor shall be responsible for the removal of the sediment control system upon completion of work. This work shall be considered a subsidiary obligation of the contractor and shall be included in the overall cost. No separate payment will be made for environmental protection measures. The Contractor shall be liable for any and all damages to the environment, government property, private property, trees and shrubs as well as injuries to the public and employees while in performance of this contract. All environmental protection matters shall be coordinated with the COR.

C.2.7. Operational Requirements: The site of the work is subject to periodic flooding. The Contractor shall consider the potential for high water levels in the scheduling of this contract. A specific program shall be established by the Contractor to evacuate personnel, equipment and materials, as necessary in the event of high river levels.

C.2.8 Performance Evaluation Meetings: The Contractor, the Superintendent, or both, shall meet with the COR (or a designated representative) weekly or on a schedule determined by the COR. However, a meeting will be held not later than one normal workday after a Contract Deficiency Report (CDR) is issued. Mutual effort shall be made to resolve any and all problems identified. Written minutes of these meetings will be prepared by the COR and signed by the COR, the Contractor, or their designated representatives, as appropriate to the occasion. Should the Contractor not concur with any decision, etc., contained in the minutes, the Contractor shall so state, in writing, and may request a final decision by the Contracting Officer.

C.2.9 Quality Control Program:

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

assure quality performance according to a Quality Assurance Surveillance Plan. Combined, these two programs form the Government's Quality Assurance Program.

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

C.2.10 Quality Assurance: The Government will monitor the Contractor's performance in each functional area under this contract and reserves the right to use whatever additional surveillance procedures are deemed appropriate.

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

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

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

- (1) Quality Control
- (2) Timely Performance

- (3) Effectiveness of Management
- (4) Compliance with Labor Standards
- (5) Compliance with Safety Standards

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

C.2.11 Operations and Storage Areas: The Contractor shall confine all operations (including storage of materials) to areas authorized or approved by the COR. The Contractor shall hold and save the Government, its officers and Agents free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall keep the work area, including storage areas, free from accumulation of waste materials. Before completing work, the Contractor shall remove from the work site and premises any rubbish, tools, equipment, and materials that are not property of the Government. Upon completing the work, the Contractor shall restore the work area to the original condition, satisfactory to the COR.

C.2.12 Notification of Work to be Performed: When the Contractor is notified of work required under these specifications, the Contractor shall begin work within seven (7) calendar days after receipt of such notification (or unless approved in advance by the COR).

C.2.13 Minimum Man-Power Requirements: The Contractor shall provide an adequate number of fully qualified personnel to perform the work specified herein.

C.2.14 Other Contracts: The Government may undertake or award other contracts or have lessees or volunteers performing certain work, and the Contractor shall fully cooperate with such other contractors, lessees, volunteers and Government employees and carefully fit their own work to such other additional work as may be directed by the COR. The Contractor shall not commit or permit any act, which will interfere with performance of work by another contractor, by a lessee, or by Government employees. The COR can alter the work schedules of the other Contractor, lessee, volunteer, Government employees or the Contractor to avoid possible conflicts. Any such change or failure to make such a change by the COR shall not be the basis for a claim by the Contractor

C.2.15 Payment: The Contractor will be paid only for work accomplished and performed in accordance with the specifications. The Contractor's administrative time to accomplish the purpose of transporting personnel, equipment, materials, and supplies or other items to the job site will not be considered as work for payment under this contract.

C.2.16 Pre-Work Conference: A Pre-Work Conference will be arranged by the Contracting Officer's Representative after award of contract and before commencement of work. The COR will notify the Contractor of the date, time, and location set for the meeting. At this conference, the Contractor shall be orientated with respect to Government procedures and line of authority, contractual, administrative, and construction matters. Additionally, a schedule of required submittals will be discussed. The Contractor shall bring to this conference the following items in either completed or draft form:

Hazard Analysis Plan

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

**III SPECIFICATIONS**

C.3.1 Sediment Removal: Sediment shall be removed from the Tioga River as directed by the Government. These deposits consist of earthen and other miscellaneous materials such as logs, trees, stumps and miscellaneous trash. Materials shall be spoiled on the project site as directed by the Government. Spoil material will be so placed, and the worked portions of spoil area will be so graded and shaped as to provide proper drainage and to minimize soil erosion and siltation. The Contractor has the option to dispose of off site, however will do so at his expense and responsibility. Commencement of the removal operations shall be at the discretion of the Government. The Contractor shall mobilize and begin work within seven (7) calendar days and complete the work within (90) calendar days following notice to proceed. This item includes all excavation, removal, transportation, disposal and grading of deposited material to complete the job. The contractor shall uniformly grade within the limits of removal. All grades must drain properly without standing water. All debris consisting of barrels, steel drums, tires, cans, bottles, and miscellaneous garbage shall be disposed of off site in accordance with all Federal, State, and local laws and regulations. Payment for all of this work shall be at unit cost.

C.3.2 Seeding of Government Owned Spoil Area. Spoil area on government controlled land shall be seeded with annual rye grass and permanent seed mixture such as pasture mix. Payment for this will be lump sum.

C.3.3 Equipment General:

- (a) Safety Requirement: All equipment placed in service under this contract shall be equipped with safety features meeting OSHA and Corps of Engineers criteria, including back-up alarm and roll-over protection system.
- (b) Environmental Requirements: All equipment shall be so conditioned as to not pose a threat to air, ground and/or water quality.
- (c) Mobilization and Demobilization: No separate payment shall be made for mobilization and demobilization. All costs, both direct and incidental, shall be included in the unit price for each type of equipment.

C.3.4 Equipment Type

Bulldozer: The bulldozer shall be track mounted, size equal to or greater than a John Deere 650.

Excavator: The excavator shall be track mounted, size equal to or greater than a Komatso 200

Truck(s), Dump: Trucks will be articulating, rear dump, off road all wheel drive equal to or greater than a J.D.300-D

END OF SECTION C

SECTION G

CONTRACT ADMINISTRATION DATA

G.1 Contracting Officer's Representative:

- (a) Definition. "Contracting Officer's representative" means an individual designated in accordance with subsection 201.602.2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the Contracting Officer to perform technical and administrative functions.
- (b) If the Contracting Officer designates a Contracting Officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the Contracting Officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other terms or conditions of the contract. (DOD FAR SUPP 252.201-7000 DEC 1991).

G.2 Submission of Invoices:

- (a) Original invoices for services performed under this contract will be submitted to:  
  
U.S. Army Corps of Engineers  
  
RD 1 Box 65  
  
Tioga, PA 16946
- (b) Payment will be made by;  
  
USACE Finance Center  
  
ATTN: EFT/Disbursing  
5720 Integrity Drive  
Millington, TN 38054-5005

G.3 Measurement and Payment :

(a) G.3.1 Measurement:

- (a) Item No.1 Track Hoe Excavator with Operator - Payment will be at the Contract Unit Price.
- (b) Item No.2. Dozer with Operator- Payment will be made at the contract unit price.
- (c) Items No.3 and 4 .Off road articulating dump trucks -Payment will be at the Contract Unit Price.
- (e) Item No. 5 Labor for chain saw work, seeding and mulching. Payment will be made at the Contract Unit Price.

- (f) Incidental Work – No separate payment will be made for temporary haul roads constructed by the Contractor to perform the work or for restoration of areas where haul roads are constructed. No separate payment will be made for specific measures implemented to assure compliance with the applicable Environmental Protection laws, regulations and standards. All such work shall be considered a subsidiary obligation of the Contractor and shall be included in the overall cost of the work bid for these items.

G.3.2 Payment: Payment will be made at the Contract Unit price(s) and by lump sum upon completion and acceptance of work performed under the contract. Contractor shall submit an invoice for payment of contract services performed within five days after notification of acceptance of work. Invoice shall include the following information:

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

END OF SECTION G

**GRAVEL DEPOSITION REMOVAL**

**GENERAL EXCAVATION PLAN FOR GRAVEL DEPOSITION REMOVAL**

The Contractor shall perform excavation of every type of material encountered within the limits of the project to the lines, grades, and elevations indicated by Contracting Officer Technical Representative on site. (CORT),

Materials encountered within the limits of the work shall be disposed of in designated waste or spoil areas indicated by the CORT on site within the property boundaries of the US Army Corps of Engineers.

Excavation shall be performed in a manner and sequence that will provide proper drainage at all times.

Area of excavation begins 300 feet downstream of the centerline of U.S.Rt.#6 bridge and continues downstream to a point centerline of Corey Creek outlet. This is a distance of approx. 1800 feet. Typical width of excavation will be 100 feet. Deposition depths range from 3-5 feet. Average deposition depth is 3.5 feet.

**SEDIMENT & EROSION CONTROL MEA**

**Tioga River Mansfield Sediment & Erosion Control Measures**

All erosion and sediment control measures are to be placed by the US Army Corps of Engineers (USACE) prior to any disturbance caused by grading and or excavation. The USACE shall be solely responsible for ensuring that erosion and sediment control measures are implemented and maintained at the site according to this plan.

**Seeding**

Annual rye grass seeding shall be placed on exposed surfaces that will not be brought to final grading or permanent cover treatment within 30 days of the exposure to reduce erosion and sedimentation by stabilizing exposed materials. Seeded areas shall be checked regularly for bare spots, washouts, and healthy growth to assure that a good stand of grass is being maintained. Reseed areas that fail to establish vegetation cover as soon as such areas are identified.

**Silt Fence**

Synthetic Filter Fabric for silt fences in sheets of polypropylene, nylon, or polyethylene fabric. Filter fabric made of ultraviolet ray inhibitors and stabilizers to provide a minimum of 6 months of expected usable construction life at a temperature range of 0 to 120 F.

To be utilized immediately downstream of the point(s) of runoff discharge from a site before flow becomes concentrated. Below disturbed areas where runoff may occur in the form of overland flow. Along the down slope toe of all topsoil stockpiles.

Utilize standard strength synthetic filter fabric for sediment barriers. The filter fabric shall be purchased in a continuous roll cut to the length of the barrier to avoid the use of joints. When joints are necessary, filter cloth shall be spliced together only at a support post, with a minimum 6-inch overlap, and securely sealed. The standard strength filter fabric shall be stapled or wired to the fence and 6 inches of the fabric shall be extended into the ground. Filter fabric shall not be stapled to existing trees.

Support posts shall be spaced at a maximum 6 feet and driven securely into the ground a minimum of 24 inches. The height of a silt fence shall not exceed 36 inches. Higher fences may impound volumes of water sufficient to cause failure of the structure.

#### **Maintenance of Silt Fences**

Silt fences and filter barriers shall be inspected immediately after each rainfall and at least daily during prolonged rainfall. Silt fences shall be inspected for depth of sediment, tears, and to see if the fabric is securely attached to the fence posts, and to see that the fence posts are firmly in the ground. Any deficiencies shall be repaired immediately.

Should the fabric on a silt fence or filter barrier decompose or become ineffective prior to the end of the expected usable life and the barrier still be necessary, the fabric shall be replaced promptly.

Sediment deposits should be removed after each storm event and/or when deposits reach approximately 1/3 the height of the barrier or when the sediments limit or prevent the flow of water through the fabric hydraulic.

Any sediment deposits remaining in place after the silt fence or filter barrier is no longer required should be dressed to conform to the existing grade, prepared, and seeded.

#### **Straw and Hay Bale Erosion Control Fence**

Install straw or hay bales at local drainage ways to prevent silt intrusion upon adjacent drainage courses. Remove straw or hay bales following establishment of vegetation cover and utilize as mulch at swales or on steep slopes. Prior to construction, install silt fence along the downhill construction limits in accordance with erosion control standards to prevent silt intrusion upon adjacent land. Maintain and remove all erosion controls as specified

Straw or Hay bales shall be placed in a single row, lengthwise on the contour with ends of adjacent bales tightly abutting one another.

Channel flow applications: Straw or Hay bales shall be placed in a single row, lengthwise and oriented perpendicular to the direction of flow with ends of adjacent bales tightly abutting one another. The barrier shall be extended to such a length that the bottoms of the end bales are higher in elevation than the top of the lowest middle bale to assure that sediment laden runoff will flow either through or over the barrier but not around it.

The barrier shall be entrenched and backfilled. A trench shall be excavated the width of a bale and the length of the proposed barrier to a minimum depth of 4 inches. After the bales are staked and chinked, the excavated soil shall be backfilled against the

barrier. Backfill shall conform to the ground level of the downhill side and shall be built up to 4 inches against the uphill side of the barrier.

Each bale shall be securely anchored by at least 2 stakes or rebar driven through the bale. The first stake in each bale shall be driven toward the previously laid bale to force the bales together. Stakes or rebar shall be driven a minimum of 12 inches into the ground or deep enough into the ground to securely anchor the bales, whichever is greater.

The gaps between bales shall be chinked (filled by wedging with straw to prevent water from escaping between the bales). Loose straw scattered over the area immediately uphill from a straw bale barrier tends to increase barrier efficiency.

**Maintenance of Bales**

Inspection shall be frequent and repair or replacement shall be made promptly as needed.

Straw or Hay bale carriers shall be removed when they have served their usefulness, but not before the upslope areas have been permanently stabilized.

**BID GRAVEL EQUIPMENT**

PROJECT: Mansfield Protective Works, Tioga, Hammond and Cowanesque Lakes

TASK: Remove gravel depositions and silt depositions that contain some small brush and woody growth in front of drainage structures, pump stations and smaller stream confluence's in the Tioga River.

<b>ITEM #</b>	<b>DESCRIPTION</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT PRICE</b>	<b>UNIT COST</b>	<b>AMOUNT</b>
0001	Size equal to or greater than a Komatso 200 track- hoe excavator with operator	400	Hour	\$85.00	\$34,000
0002	Size equal to or greater than A John Deere 650 dozer with operator	80	Hour	\$95.00	\$7,600
0003	Rear dump off road articulating all-wheel drive minimum 30 ton capacity with operator	360	Hour	\$60.00	\$21,600
0004	Rear dump off road articulating all-wheel drive minimum 30 ton capacity with operator	360	Hour	\$60	\$21,600
0005	Labor, chain saw, Seeding and mulching	160	Hour	\$31.00	\$5,920
TOTAL					

**2/27/04**

**WAGE RATES**

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. 94-2453 (Rev. 18) dated 30 June 2003

State(s): Pennsylvania  
Areas: Pennsylvania COUNTIES OF Bradford, Carbon, Columbia, Lackawanna, Luzerne, Lycoming, Monroe, Pike, Schuylkill, Sullivan, Susquehanna, Tioga, Wayne, Wyoming

WAGE DETERMINATION NO: 94-2453 REV (18) AREA: PA, SCRANTON

WAGE DETERMINATION NO: 94-2453 REV (18) AREA: PA, SCRANTON

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

William W.Gross | Division of | Wage Determination No.: 1994-2453  
Director | Wage Determinations | Revision No.: 18  
| | Date Of Last Revision: 06/30/2003

State: Pennsylvania  
Area: Pennsylvania Counties of Bradford, Carbon, Columbia, Lackawanna, Luzerne, Lycoming, Monroe, Pike, Schuylkill, Sullivan, Susquehanna, Tioga, Wayne, Wyoming

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

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	8.93
01012 - Accounting Clerk II	11.11
01013 - Accounting Clerk III	12.76
01014 - Accounting Clerk IV	14.33
01030 - Court Reporter	11.24
01050 - Dispatcher, Motor Vehicle	10.02
01060 - Document Preparation Clerk	10.10
01070 - Messenger (Courier)	8.41
01090 - Duplicating Machine Operator	10.10
01110 - Film/Tape Librarian	9.87
01115 - General Clerk I	8.29
01116 - General Clerk II	10.66
01117 - General Clerk III	11.63
01118 - General Clerk IV	14.73
01120 - Housing Referral Assistant	13.63
01131 - Key Entry Operator I	8.76
01132 - Key Entry Operator II	10.29
01191 - Order Clerk I	11.07
01192 - Order Clerk II	14.16
01261 - Personnel Assistant (Employment) I	9.27

01262 - Personnel Assistant (Employment) II	11.74
01263 - Personnel Assistant (Employment) III	12.97
01264 - Personnel Assistant (Employment) IV	14.66
01270 - Production Control Clerk	14.05
01290 - Rental Clerk	8.97
01300 - Scheduler, Maintenance	9.93
01311 - Secretary I	9.93
01312 - Secretary II	11.31
01313 - Secretary III	13.63
01314 - Secretary IV	14.86
01315 - Secretary V	16.49
01320 - Service Order Dispatcher	10.01
01341 - Stenographer I	9.44
01342 - Stenographer II	11.01
01400 - Supply Technician	13.25
01420 - Survey Worker (Interviewer)	10.22
01460 - Switchboard Operator-Receptionist	8.62
01510 - Test Examiner	11.31
01520 - Test Proctor	11.31
01531 - Travel Clerk I	9.77
01532 - Travel Clerk II	10.24
01533 - Travel Clerk III	10.93
01611 - Word Processor I	8.77
01612 - Word Processor II	10.95
01613 - Word Processor III	12.25
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	10.81
03041 - Computer Operator I	11.25
03042 - Computer Operator II	12.65
03043 - Computer Operator III	15.27
03044 - Computer Operator IV	15.92
03045 - Computer Operator V	17.66
03071 - Computer Programmer I (1)	12.85
03072 - Computer Programmer II (1)	15.60
03073 - Computer Programmer III (1)	19.36
03074 - Computer Programmer IV (1)	23.19
03101 - Computer Systems Analyst I (1)	21.91
03102 - Computer Systems Analyst II (1)	25.63
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	12.43
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	14.23
05010 - Automotive Glass Installer	13.29
05040 - Automotive Worker	13.29
05070 - Electrician, Automotive	13.81
05100 - Mobile Equipment Servicer	12.41
05130 - Motor Equipment Metal Mechanic	14.23
05160 - Motor Equipment Metal Worker	13.29
05190 - Motor Vehicle Mechanic	14.23
05220 - Motor Vehicle Mechanic Helper	11.95
05250 - Motor Vehicle Upholstery Worker	12.85
05280 - Motor Vehicle Wrecker	13.29
05310 - Painter, Automotive	13.81
05340 - Radiator Repair Specialist	13.30
05370 - Tire Repairer	11.99
05400 - Transmission Repair Specialist	14.23
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	8.09
07010 - Baker	10.12
07041 - Cook I	9.47
07042 - Cook II	10.12
07070 - Dishwasher	8.09

07130 - Meat Cutter	10.12
07250 - Waiter/Waitress	8.41
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	13.81
09040 - Furniture Handler	12.58
09070 - Furniture Refinisher	15.19
09100 - Furniture Refinisher Helper	13.15
09110 - Furniture Repairer, Minor	14.09
09130 - Upholsterer	13.81
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	8.28
11060 - Elevator Operator	8.83
11090 - Gardener	9.88
11121 - House Keeping Aid I	7.77
11122 - House Keeping Aid II	8.83
11150 - Janitor	8.83
11210 - Laborer, Grounds Maintenance	8.95
11240 - Maid or Houseman	7.77
11270 - Pest Controller	10.28
11300 - Refuse Collector	9.28
11330 - Tractor Operator	9.65
11360 - Window Cleaner	9.64
12000 - Health Occupations	
12020 - Dental Assistant	11.48
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	11.48
12071 - Licensed Practical Nurse I	11.56
12072 - Licensed Practical Nurse II	12.98
12073 - Licensed Practical Nurse III	12.98
12100 - Medical Assistant	10.27
12130 - Medical Laboratory Technician	12.98
12160 - Medical Record Clerk	10.26
12190 - Medical Record Technician	14.22
12221 - Nursing Assistant I	8.12
12222 - Nursing Assistant II	9.13
12223 - Nursing Assistant III	9.96
12224 - Nursing Assistant IV	11.18
12250 - Pharmacy Technician	12.97
12280 - Phlebotomist	12.98
12311 - Registered Nurse I	15.47
12312 - Registered Nurse II	18.91
12313 - Registered Nurse II, Specialist	18.91
12314 - Registered Nurse III	22.88
12315 - Registered Nurse III, Anesthetist	22.88
12316 - Registered Nurse IV	27.43
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	13.42
13011 - Exhibits Specialist I	13.38
13012 - Exhibits Specialist II	18.21
13013 - Exhibits Specialist III	20.48
13041 - Illustrator I	13.38
13042 - Illustrator II	18.08
13043 - Illustrator III	20.48
13047 - Librarian	18.40
13050 - Library Technician	11.24
13071 - Photographer I	12.03
13072 - Photographer II	13.89
13073 - Photographer III	18.91
13074 - Photographer IV	23.39
13075 - Photographer V	28.31
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	7.87
15030 - Counter Attendant	7.87

15040 - Dry Cleaner	9.86
15070 - Finisher, Flatwork, Machine	7.87
15090 - Presser, Hand	7.87
15100 - Presser, Machine, Drycleaning	7.87
15130 - Presser, Machine, Shirts	7.87
15160 - Presser, Machine, Wearing Apparel, Laundry	7.87
15190 - Sewing Machine Operator	10.63
15220 - Tailor	11.41
15250 - Washer, Machine	8.24
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	14.57
19040 - Tool and Die Maker	16.38
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	14.00
21020 - Material Coordinator	14.75
21030 - Material Expediter	14.75
21040 - Material Handling Laborer	12.20
21050 - Order Filler	10.45
21071 - Forklift Operator	13.42
21080 - Production Line Worker (Food Processing)	13.08
21100 - Shipping/Receiving Clerk	10.49
21130 - Shipping Packer	11.54
21140 - Store Worker I	11.30
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	12.94
21210 - Tools and Parts Attendant	14.63
21400 - Warehouse Specialist	14.63
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	15.65
23040 - Aircraft Mechanic Helper	13.15
23050 - Aircraft Quality Control Inspector	16.13
23060 - Aircraft Servicer	14.09
23070 - Aircraft Worker	14.56
23100 - Appliance Mechanic	15.19
23120 - Bicycle Repairer	12.38
23125 - Cable Splicer	18.00
23130 - Carpenter, Maintenance	15.88
23140 - Carpet Layer	14.56
23160 - Electrician, Maintenance	18.94
23181 - Electronics Technician, Maintenance I	17.73
23182 - Electronics Technician, Maintenance II	18.66
23183 - Electronics Technician, Maintenance III	20.61
23260 - Fabric Worker	12.81
23290 - Fire Alarm System Mechanic	15.65
23310 - Fire Extinguisher Repairer	13.62
23340 - Fuel Distribution System Mechanic	15.65
23370 - General Maintenance Worker	13.52
23400 - Heating, Refrigeration and Air Conditioning Mechanic	15.17
23430 - Heavy Equipment Mechanic	14.97
23440 - Heavy Equipment Operator	16.38
23460 - Instrument Mechanic	16.38
23470 - Laborer	10.23
23500 - Locksmith	15.19
23530 - Machinery Maintenance Mechanic	15.35
23550 - Machinist, Maintenance	14.89
23580 - Maintenance Trades Helper	13.15
23640 - Millwright	18.00
23700 - Office Appliance Repairer	16.71
23740 - Painter, Aircraft	15.53
23760 - Painter, Maintenance	16.44
23790 - Pipefitter, Maintenance	17.37
23800 - Plumber, Maintenance	16.97
23820 - Pneudraulic Systems Mechanic	15.65

23850 - Rigger	15.65
23870 - Scale Mechanic	14.56
23890 - Sheet-Metal Worker, Maintenance	16.64
23910 - Small Engine Mechanic	15.23
23930 - Telecommunication Mechanic I	16.90
23931 - Telecommunication Mechanic II	17.40
23950 - Telephone Lineman	16.90
23960 - Welder, Combination, Maintenance	14.23
23965 - Well Driller	15.65
23970 - Woodcraft Worker	15.65
23980 - Woodworker	12.73
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.22
24580 - Child Care Center Clerk	10.24
24600 - Chore Aid	8.22
24630 - Homemaker	12.03
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	18.00
25040 - Sewage Plant Operator	16.25
25070 - Stationary Engineer	18.00
25190 - Ventilation Equipment Tender	13.15
25210 - Water Treatment Plant Operator	15.38
27000 - Protective Service Occupations	
(not set) - Police Officer	20.49
27004 - Alarm Monitor	11.06
27006 - Corrections Officer	17.69
27010 - Court Security Officer	18.18
27040 - Detention Officer	17.69
27070 - Firefighter	16.75
27101 - Guard I	7.76
27102 - Guard II	12.17
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	14.52
28020 - Hatch Tender	14.52
28030 - Line Handler	14.52
28040 - Stevedore I	12.84
28050 - Stevedore II	13.80
29000 - Technical Occupations	
21150 - Graphic Artist	18.05
29010 - Air Traffic Control Specialist, Center (2)	29.93
29011 - Air Traffic Control Specialist, Station (2)	20.64
29012 - Air Traffic Control Specialist, Terminal (2)	22.73
29023 - Archeological Technician I	14.10
29024 - Archeological Technician II	15.87
29025 - Archeological Technician III	19.59
29030 - Cartographic Technician	19.69
29035 - Computer Based Training (CBT) Specialist/ Instructor	21.91
29040 - Civil Engineering Technician	17.81
29061 - Drafter I	10.23
29062 - Drafter II	11.64
29063 - Drafter III	15.93
29064 - Drafter IV	19.59
29081 - Engineering Technician I	11.77
29082 - Engineering Technician II	13.39
29083 - Engineering Technician III	18.06
29084 - Engineering Technician IV	22.37
29085 - Engineering Technician V	26.44
29086 - Engineering Technician VI	33.34
29090 - Environmental Technician	16.92
29100 - Flight Simulator/Instructor (Pilot)	25.63
29160 - Instructor	18.95
29210 - Laboratory Technician	13.72

29240 - Mathematical Technician	19.46
29361 - Paralegal/Legal Assistant I	14.08
29362 - Paralegal/Legal Assistant II	16.56
29363 - Paralegal/Legal Assistant III	20.20
29364 - Paralegal/Legal Assistant IV	24.52
29390 - Photooptics Technician	20.21
29480 - Technical Writer	19.54
29491 - Unexploded Ordnance (UXO) Technician I	19.02
29492 - Unexploded Ordnance (UXO) Technician II	23.01
29493 - Unexploded Ordnance (UXO) Technician III	27.58
29494 - Unexploded (UXO) Safety Escort	19.02
29495 - Unexploded (UXO) Sweep Personnel	19.02
29620 - Weather Observer, Senior (3)	15.17
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	13.56
29622 - Weather Observer, Upper Air (3)	13.56
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	13.38
31260 - Parking and Lot Attendant	9.59
31290 - Shuttle Bus Driver	12.28
31300 - Taxi Driver	9.59
31361 - Truckdriver, Light Truck	11.16
31362 - Truckdriver, Medium Truck	12.02
31363 - Truckdriver, Heavy Truck	16.63
31364 - Truckdriver, Tractor-Trailer	16.63
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	8.75
99030 - Cashier	6.70
99041 - Carnival Equipment Operator	9.07
99042 - Carnival Equipment Repairer	9.47
99043 - Carnival Worker	8.09
99050 - Desk Clerk	8.22
99095 - Embalmer	19.02
99300 - Lifeguard	9.26
99310 - Mortician	17.39
99350 - Park Attendant (Aide)	11.63
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	8.67
99500 - Recreation Specialist	11.36
99510 - Recycling Worker	11.47
99610 - Sales Clerk	8.32
99620 - School Crossing Guard (Crosswalk Attendant)	8.09
99630 - Sport Official	8.05
99658 - Survey Party Chief (Chief of Party)	12.69
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	11.54
99660 - Surveying Aide	8.48
99690 - Swimming Pool Operator	11.13
99720 - Vending Machine Attendant	9.98
99730 - Vending Machine Repairer	11.13
99740 - Vending Machine Repairer Helper	9.98

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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; and 3 weeks after 10 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 eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, 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 (C) (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.