

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W81W3G-4139-8036		PAGE 1 OF 28	
2. CONTRACT NO. W912DR-04-P-0395		3. AWARD/EFFECTIVE DATE 29-Jun-2004		4. ORDER NUMBER		5. SOLICITATION NUMBER W912DR-04-T-0083	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME SANDRA L WICKS		b. TELEPHONE NUMBER (No Collect Calls) 410-962-3987		6. SOLICITATION ISSUE DATE 07-Jun-2004	
9. ISSUED BY USAED - BALTIMORE 10 SOUTH HOWARD STREET BALTIMORE MD 21201		CODE W912DR		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 339950 SIZE STANDARD: 500		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO TIOGA-HAMMOND/COWANESQUE LAKE PAXTON WHIPPLE RD 1, BOX 65 TIOGA PA 16946		CODE E1R0250		16. ADMINISTERED BY  <b>SEE ITEM 9</b>			
17a. CONTRACTOR/ OFFEROR MANNO CONSTRUCTION JAMES J. MANNO 28 MOHAN RUN ROAD RIDGWAY PA 15853  TEL. 814-776-1310		CODE 0E0F4  FACILITY CODE		18a. PAYMENT WILL BE MADE BY USACE FINANCE CENTER ATTN: DISBURSING 5722 INTEGRITY DRIVE MILLINGTON TN 38054-5005  CODE TOB0200			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		SEE SCHEDULE				23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA  See Schedule				26. TOTAL AWARD AMOUNT (For Govt. Use Only)  \$34,495.00			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.				ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.				ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
						30-Jun-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:			

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<p><b>SEE SCHEDULE</b></p>					

32a. QUANTITY IN COLUMN 21 HAS BEEN  
 RECEIVED  INSPECTED  ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY <i>(Print)</i>	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT <i>(Location)</i>
		42c. DATE REC'D <i>(YY/MM/DD)</i> 42d. TOTAL CONTAINERS

CA 08-1  
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Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Lump Sum	\$15,300.00	\$15,300.00
	SIGN PURCHASES FOR TIOGA-HAMMOND FFP				
	Contractor must provide all materials, labor SIGN PURCHASES FOR TIOGA-HAMMOND PROJECT/CONGRESSIONAL ADD FUNDS in accordance with the attached specifications.				
	Requestor: Cori Brown @ (410) 962-6019				
	POC (Contracting Office) Sandy Wicks @ (410) 962-3987				
	Technical POC: Lynne Whipple @ (570) 835-5181				
	PURCHASE REQUEST NUMBER: W81W3G-4139-8036				
<hr/>					
				NET AMT	\$15,300.00
	ACRN AA Funded Amount				\$15,300.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1	Lump Sum	\$19,195.00	\$19,195.00
	SIGN PURCHASES FOR COWANESQUE FFP				
	SIGN PURCHASES FOR COWANESQUE PROJECT/CONGRESSIONAL ADD FUNDS				
	PURCHASE REQUEST NUMBER: W81W3G-4139-8036				
<hr/>					
				NET AMT	\$19,195.00
	ACRN AB Funded Amount				\$19,195.00

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
0002	N/A	N/A	N/A	N/A

CA 08-1  
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DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 30-JUN-2004 TO 01-SEP-2004	N/A	TIOGA-HAMMOND/COWANESQUE LAKE PAXTON WHIPPLE RD 1, BOX 65 TIOGA PA 16946 570-835-5281 FOB: Destination	E1R0250
0002	POP 30-JUN-2004 TO 01-SEP-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0250

ACCOUNTING AND APPROPRIATION DATA

AA: 96X31230000 082420 252054822J018250 NA 96181  
COST 000000000000  
CODE:  
AMOUNT: \$15,300.00

AB: 96X31230000 082420 2520CCB089004150 NA 96181  
COST 000000000000  
CODE:  
AMOUNT: \$19,195.00

CLAUSES INCORPORATED BY FULL TEXT

52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (MAY 2004)

(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 (June 2003) (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 (Dec 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

CA 08-1  
Signs – Tioga-Hammond Lakes

(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 (Oct 2003).

(v) 52.233-1, Disputes (Jul 2002).

(vi) 52.244-6, Subcontracts for Commercial Items (May 2004).

(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) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jan 2004) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(ii) 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).

(iii) 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).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (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.)

(v) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts over \$25,000).

(vi) 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.)

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (Aug 2003) (E.O. 13148) (Applies to services performed on Federal facilities).

(viii) 52.225-1, Buy American Act--Supplies (June 2003) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, 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

CA 08-1  
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(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

(ix) 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.)

(x) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (Oct 2003). (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.)

(xi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(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.

CA 08-1  
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(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)

52.222-42 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

The Federal equivalent hires are carpenter, maintenance @ \$14.42 per hour  
laborer @ \$11.11 per hour.

(End of clause)

52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (JUN 2000)

(a) Definitions. As used in this clause:

"Indian" means any person who is a member of any Indian tribe, band, group, pueblo or community that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in

CA 08-1  
Signs – Tioga-Hammond Lakes

accordance with 25 U.S.C. 1452(c) and any "Native" as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601).

"Indian organization" means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C., chapter 17.

"Indian-owned economic enterprise" means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership constitute not less than 51 percent of the enterprise.

"Indian tribe" means any Indian tribe, band, group, pueblo or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, that is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1542(c).

"Interested party" means a prime contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontract or by the failure to award a subcontract.

(b) The Contractor shall use its best efforts to give Indian organizations and Indian-owned economic enterprises (25 U.S.C. 1544) the maximum practicable opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of its contract.

(1) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization or Indian-owned economic enterprise as to its eligibility, unless an interested party challenges its status or the Contracting Officer has independent reason to question that status. In the event of a challenge to the representation of a subcontractor, the Contracting Officer will refer the matter to the U.S. Department of the Interior, Bureau of Indian Affairs (BIA), Attn: Chief, Division of Contracting and Grants Administration, 1849 C Street, NW., MS 2626-MIB, Washington, DC 20240-4000.

The BIA will determine the eligibility and notify the Contracting Officer. No incentive payment will be made within 50 working days of subcontract award or while a challenge is pending. If a subcontractor is determined to be an ineligible participant, no incentive payment will be made under the Indian Incentive Program.

(2) The Contractor may request an adjustment under the Indian Incentive Program to the following:

- (i) The estimated cost of a cost-type contract.
- (ii) The target cost of a cost-plus-incentive-fee prime contract.
- (iii) The target cost and ceiling price of a fixed-price incentive prime contract.
- (iv) The price of a firm-fixed-price prime contract.

(3) The amount of the adjustment to the prime contract is 5 percent of the estimated cost, target cost, or firm-fixed-price included in the subcontract initially awarded to the Indian organization or Indian-owned economic enterprise.

(4) The Contractor has the burden of proving the amount claimed and must assert its request for an adjustment prior to completion of contract performance.

(c) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, will authorize an incentive payment of 5 percent of the amount paid to the subcontractor. The Contracting Officer will seek funding in accordance with agency procedures.

(End of clause)

52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986) - ALTERNATE I (APR 1984)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence. Unless otherwise stated in this contract, payments to an assignee of any amounts due or to become due under this contract shall not, to the extent specified in the Act, be subject to reduction or setoff.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

(End of clause)

52.242-15 STOP-WORK ORDER (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

CA 08-1  
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(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

52.243-1 CHANGES--FIXED-PRICE (AUG 1987) - ALTERNATE I (APR 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (1) Description of services to be performed.
- (2) Time of performance (i.e., hours of the day, days of the week, etc.).
- (3) Place of performance of the services.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of clause)

52.243-5 CHANGES AND CHANGED CONDITIONS (APR 1984)

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

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

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

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

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

CA 08-1  
Signs – Tioga-Hammond Lakes

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

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

(End of clause)

52.246-1 CONTRACTOR INSPECTION REQUIREMENTS (APR 1984)

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

(End of clause)

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the contractor.

(End of clause)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION ALTERNATE A (NOV 2003)

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

“Central Contractor Registration (CCR) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the CCR database” means that--

CA 08-1  
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(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records "Active."

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the

CA 08-1  
Signs – Tioga-Hammond Lakes

CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, “doing business as” name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the “Suspension of payment” paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

252.219-7011 NOTIFICATION TO DELAY PERFORMANCE (JUN 1998)

The Contractor shall not begin performance under this purchase order until 2 working days have passed from the date of its receipt. Unless the Contractor receives notification from the Small Business Administration that it is ineligible for this 8(a) award, or otherwise receives instructions from the Contracting Officer, performance under this purchase order may begin on the third working day following receipt of the purchase order. If a determination of ineligibility is issued within the 2-day period, the purchase order shall be considered canceled.

(End of clause)

252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (APR 2003)

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

(1) Component means an article, material, or supply incorporated directly into an end product.

(2) Domestic end product means--

(i) An unmanufactured end product that has been mined or produced in the United States; or

CA 08-1  
Signs – Tioga-Hammond Lakes

(ii) An end product manufactured in the United States if the cost of its qualifying country components and its components that are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. The cost of components includes transportation costs to the place of incorporation into the end product and U.S. duty (whether or not a duty-free entry certificate is issued). Scrap generated, collected, and prepared for processing in the United States is considered domestic. A component is considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind for which the Government has determined that--

(A) Sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States; or

(B) It is inconsistent with the public interest to apply the restrictions of the Buy American Act.

(3) End product means those articles, materials, and supplies to be acquired under this contract for public use.

(4) Foreign end product means an end product other than a domestic end product.

(5) Qualifying country means any country set forth in subsection 225.872-1 of the Defense Federal Acquisition Regulation Supplement.

(6) Qualifying country component means a component mined, produced, or manufactured in a qualifying country.

(7) Qualifying country end product means--

(i) An unmanufactured end product mined or produced in a qualifying country; or

(ii) An end product manufactured in a qualifying country if the cost of the following types of components exceeds 50 percent of the cost of all its components:

(A) Components mined, produced, or manufactured in a qualifying country.

(B) Components mined, produced, or manufactured in the United States.

(C) Components of foreign origin of a class or kind for which the Government has determined that sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States.

(b) This clause implements the Buy American Act (41 U.S.C. Section 10a-d). Unless otherwise specified, this clause applies to all line items in the contract.

(c) The Contractor shall deliver only domestic end products unless, in its offer, it specified delivery of other end products in the Buy American Act--Balance of Payments Program Certificate provision of the solicitation. If the Contractor certified in its offer that it will deliver a qualifying country end product, the Contractor shall deliver a qualifying country end product or, at the Contractor's option, a domestic end product.

(d) The contract price does not include duty for end products or components for which the Contractor will claim duty-free entry.

(End of clause)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (JAN 2004)

CA 08-1  
Signs – Tioga-Hammond Lakes

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

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using one of the electronic forms provided for in paragraph (b) of this clause.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:

(1) Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at <https://wawf.eb.mil>.

(2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at <https://ecweb.dfas.mil>.

(3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.

(i) Information regarding EDI formats is available on the Internet at <http://www.X12.org>.

(ii) EDI implementation guides are available on the Internet at <http://www.dfas.mil/ecedi>.

(4) Another electronic form authorized by the Contracting Officer.

(c) If the Contractor is unable to submit a payment request in electronic form, or DoD is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.

(d) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2003)

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

CA 08-1  
Signs – Tioga-Hammond Lakes

(b) Contractor submission of the material inspection and receiving information required by Appendix F of the Defense FAR Supplement by using the Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA) electronic form (see paragraph (b)(1) of the clause at 252.232-7003) fulfills the requirement for a material inspection and receiving report (DD Form 250).

(End of clause)

WAGE DETERMINATION DECISION

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

CA 08-1  
Signs – Tioga-Hammond Lakes

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  
 |  
 | Wage Determination No.: 1994-2453  
 William W.Gross | Division of | Revision No.: 18  
 Director | Wage Determinations | 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

CA 08-1  
Signs – Tioga-Hammond Lakes

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

CA 08-1  
Signs – Tioga-Hammond Lakes

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

CA 08-1  
Signs – Tioga-Hammond Lakes

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

CA 08-1  
Signs – Tioga-Hammond Lakes

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.59\* an hour or \$103.60\* a week or \$448.93\* 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

CA 08-1  
Signs – Tioga-Hammond Lakes

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

CA 08-1  
Signs – Tioga-Hammond Lakes

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.

\*Effective June 1, 2004.

SPECIFICATIONS

**Purchase Request**

**1. Work Statement and Delivery:**

The work will consist of sign fabrication, provide mounting hardware and delivery to the U.S. Army Corps of Engineers.

U.S. Army Corps of Engineers

Tioga-Hammond & Cowanesque Lakes Project  
RR # 1 Box 65  
Tioga, Pa. 16946  
(570) 835-5281

**2. Justification:**

The current entrance signs at Tioga-Hammond Lakes are twenty-five years old and do not meet Corps sign standards.

**3. Specifications:**

Signs will be manufactured according to the specifications that are described in pages 3 through 23.

**4. Completion Date:**

01 September 2004

All questions will be addressed to:

Danielle Huffman, Park Ranger  
L. Paxton Whipple, Maintenance Foreman

Tioga-Hammond/Cowanesque Lakes  
RR #1 Box 65, Tioga, Pa. 16946  
**570-835-5281**

CA 08-1  
Signs – Tioga-Hammond Lakes

**Specifications**

Qty	Sign Type	Legend	Legend A/M	Panel Size	Material
1	STANID	Lambs Creek / Recreation Area / Tioga Lake	6"	108" x 33"	WRC
1	STANID	Ives Run / Recreation Area / Hammond Lake (2 sided)	9"	126" x 40.5	WRC

## **Purchase Request**

### **1. Work Statement and Delivery:**

The work will consist of sign fabrication, provide mounting hardware and delivery to the U.S. Army Corps of Engineers.

U.S. Army Corps of Engineers  
Tioga-Hammond & Cowanesque Lakes Project  
RR # 1 Box 65  
Tioga, Pa. 16946  
(570) 835-5281

### **2. Justification:**

The current entrance signs at Cowanesque Lake are twenty-five years old and do not meet Corps sign standards.

### **3. Specifications:**

Signs will be manufactured according to the specifications that are described in pages 3 through 23.

### **4. Completion Date:**

01 September 2004

All questions will be addressed to:

Danielle Huffman, Park Ranger  
L. Paxton Whipple, Maintenance Foreman

Tioga-Hammond/Cowanesque Lakes  
RR #1 Box 65, Tioga, Pa. 16946

**570-835-5281**

**Specifications**

Qty	Sign Type	Legend	Legend A/M	Panel Size	Material
1	STANID	Tompkins / Campground / Cowanesque Lake (2-sided)	9"	144" X 48"	WRC
1	STANID	Lawrence/ Recreation Area / Cowanesque Lake (2-sided)	9"	162" X 48"	WRC
1	STANID	North Overlook / Cowanesque Lake (2 sided)	9"	162" X 40.5"	WRC
1	STANID	South Overlook / Cowanesque Lake (2-sided)	9"	162" X 40.5"	WRC

CA 08-1  
Signs – Tioga-Hammond Lakes