

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W81W3G-4188-0880		PAGE 1 OF 80	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W912DR-04-T-0095	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME JACQUELI HENDERSON		b. TELEPHONE NUMBER (No Collect Calls) 410-962-3529		6. SOLICITATION ISSUE DATE 07-Jul-2004	
9. ISSUED BY USAED - BALTIMORE 10 SOUTH HOWARD STREET BALTIMORE MD 21201 TEL: FAX:		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: 238990 SIZE STANDARD: \$ 12,000,000		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 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 JENNINGS RANDOLPH LAKE PROJ JAN GONZALES P.O. BOX 247 ELK GARDEN WV 26717 TEL: 304-355-2346 FAX: 304-355-8010		CODE E1R0240		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/ OFFEROR TEL. FACILITY CODE		CODE		18a. PAYMENT WILL BE MADE BY CODE			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		SEE SCHEDULE				23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. <input checked="" type="checkbox"/>				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:			

**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>SEE SCHEDULE</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

Section SF 1449 - CONTINUATION SHEET

SOW

SECTION C

I. STATEMENT OF WORK

C.1 Statement of Work: The Contractor shall provide labor, supervision, materials, equipment and supplies to procure/construct and install a 40'x 48'x 16' storage building with a poured concrete floor. Storage building must meet/exceed the specifications listed in paragraphs C.3.1 – C.3.5. The storage building will be finished as a turn key product acceptable for immediate use.

C.1.1 Location: Jennings Randolph Lake is located in Garrett County, Maryland and Mineral County, West Virginia, on the North Branch Potomac River, is 7.9 miles upstream from the mouth of Savage River.

II. SPECIAL CONDITIONS

C.2 Site Inspections: For the benefit of prospective bidders, an on-site inspection is recommended. To arrange for an inspection on site prior to bidding, contact Park Manager Jan Gonzales or his designate at (301) 359-3861 or (304) 355-2346.

C.2.1 Commencement of Work: All work will commence within 30 calendar days after notification of award of bid and be completed within 30 calendar days of award date. The start date will be coordinated with the Park Manager.

C.2.2 Performance of Work: The Contractor shall perform work only during normal Corps of Engineers duty hours (7:30 a.m. to 4:00 p.m., Monday through Friday, excluding national holidays). Exceptions to this condition must be coordinated with and approved in advance by the Park Manager, Jennings Randolph Lake Project.

C.2.3 Accident Prevention: In performing this contract, the Contractor shall comply with all current State and Local safety regulations, including personal safety requirements contained within the Corps of Engineers Safety and Health Requirement Manual EM 385-1-1, and shall comply with any subsequent changes. The Corps of Engineers Safety and Health Requirement Manual 385-1-1 may be found on the World Wide Web at:

<http://www.hq.usace.army.mil/ceso/cesopub.htm>.

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 Government representative by the most expedient means feasible. If instructed so, the Contractor shall complete forms furnished, and/or provide a written description of the incident within 24 hours of notification to do so.

C.2.5 Operations and Storage Areas: The Contractor shall confine all operations (including storage of materials) to areas authorized or approved by the Park Manager or his designate. 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.

C.2.6 Housekeeping: The Contractor shall keep the work area, including storage areas, free from the daily accumulation of waste materials. Upon completion, the Contractor shall remove from the work site and premises, any remaining rubbish, tools, equipment, and materials that are not the property of the Government, and shall restore the work area to its original condition and to the satisfaction of the Park Manager or his designate.

C.2.7 Permits and Licenses: The Contractor at his/her own expense shall obtain any license or permits required to perform the contract and will provide evidence of such to the Park Manager or his designate upon arrival to the site. The Contractor shall comply with all current State and Local laws and regulations.

C.2.8 Superintendent: The Contractor shall act as, or provide a Superintendent who is responsible for quality control whenever the 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 the administration of the entire contract. Such authorization shall be submitted in writing to the Government representative. The Superintendent shall deal directly with the designated, for the normal day-to-day administration of the contract provisions. The Superintendent will be required to attend a pre-work conference prior to commencing work under this contract.

C.2.9 Project Operation: Jennings Randolph Lake is a flood control project and the Contractor's access to the work area and the execution of the requirements specified herein shall not interfere with the daily operations of the dam or employees. It is the responsibility of the Contractor to coordinate all work with the Park Manager or his designate.

III. SPECIFICATIONS

C.3 General: The Contractor shall provide all labor, plant, equipment, tools, and materials necessary for the complete construction and installation of a 40'x 48'x 16' storage building with a poured concrete floor.

C.3.1 Material Used: All lumber used in construction shall be pressure treated using only hot dipped galvanized fasteners. Siding and roof panels shall be painted 29 gauge, (minimum), galvanized steel. All gutters and downspouts will be painted galvanized steel. Both the overhead garage door and personnel entry door will be painted steel. Color samples, for all exterior surfaces, will be submitted for prior approval before construction commencement. Poured concrete floor will be 3,000 psi or greater with a minimum thickness of 6" and be formed around a steel mesh grid.

C.3.2 General Building Specifications: The entire structure shall be constructed to meet/exceed a sustained wind force of 75mph. Minimum roof loading factor will be 40lbs/sq.in. All roof runoff will be carried away from downspout discharge by buried 4" PVC and discharged beyond the building plateau.

C.3.3 Detailed Specifications: After becoming familiar with all details of the work and working conditions, the Contractor shall verify all specifications and requirements in the field and shall advise the Contracting Officer of any problems before performing any work.

C.3.3.1 A continuous 2' wide skylight panel shall run along the top of both building sides.

C.3.3.2 Pole dimensions shall be a minimum of 6"x 6", with a maximum spacing of 8'.

C.3.3.3 Siding and roof purlins shall be spaced a maximum of 24" apart.

C.3.3.4 A minimum of 1/4" rigid insulation shall be installed under the entire roof a sample of which will be submitted for prior approval.

C.3.3.5 Roof trusses shall be prefabricated and spaced at 2' intervals with a 5/12 pitch or greater and a 12" overhang with continuous vented soffit. The entire length of roof peak shall have ridge venting installed.

C.3.3.6 A 14'x 14' painted steel garage door with manual opener will be installed. A 36"x 80" painted steel personnel entry door will be installed.

C.3.3.7 A poured concrete floor with a smooth finish and a 6" centrally located floor drain.

C.3.3.8 Install twenty amp electrical service with four strategically mounted duplex outlets and four twin tube fluorescent ceiling lights. All electrical duplex outlets will be GFCI protected. The source for electrical service is the main breaker panel located in the Maintenance Building and all materials, labor and excavation to provide service to the storage building from the source is the Contractor's responsibility.

C.3.4 Site Preparation and Footer Specifications: All excavation and site preparation is the sole responsibility of the contractor with no allowances made for unforeseen site conditions.

C.3.4.1 Footer dimensions shall be 12"x 12"x 12" with a minimum depth of 48" below grade.

C.3.4.2 Pole depth shall be a minimum of 36" below grade.

C.3.4.3 Run out drain lines will be provided at all downspouts and for the central floor drain.

C.3.5 Delivery and Storage: Equipment delivered and placed in storage shall be stored with protection from the weather, humidity and temperature variations, dirt and dust, or other contaminants.

SECTION G

MEASUREMENT AND PAYMENT

G.1 General: Measurement and payment shall be made on a lump-sum basis upon the satisfactory completion of work. Payment shall constitute full compensation for providing all labor, equipment, materials, supplies, tools, and incidentals required fulfilling all of the requirements of this contract.

G.2 Upon satisfaction of the contract, the Contractor shall submit invoice (s) for payment to:

Original Invoice Forwarded To:

U.S. Army Corps of Engineers
Jennings Randolph Lake Project
PO Box 247
Elk Garden, WV 26717

Payment will be made by:

USACE Finance Center
ATTN; EFT/Disbursing
5720 Millington, TN 38054-5005

G.2.1 The Invoice should be submitted within five calendar days after notification of acceptance of work. Invoice must provide:

- (a) Contractor's name and mailing address
- (b) Contract/Purchase Order Number
- (c) Date prepared
- (d) Itemized costing where applicable

G.2.2 Questions regarding preparation and forwarding of invoice maybe directed to the Jennings Randolph Lake Office, telephone: (301) 359-3861.

PRICES/COSTS

The Contractor, as an independent Contractor and not as an agent of the government, shall furnish all labor, supervision, equipment, and supplies to install a 40 foot x 48 foot x 16 foot storage building in accordance with the enclosed specifications.

ITEM	DESCRIPTION	QTY	UNIT PRICE	AMOUNT
01	Construct and install a 40'x 48' x16' steel storage building as specified within.	1		

TOTAL PRICE ESTIMATE -

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	EXCAVATION, SITE PREP AND ASSEMBLY FFP CONTRACTOR SHALL FURNISH ALL LABOR, SUPERVISION, MATERIALS, EQUIPMENT AND SUPPLIES NECESSARY TO PROVIDE THE FOLLOWING SERVICES IN STRICT ACCORDANCE WITH THE ENCLOSED SPECIFICATIONS: PROVIDE EXCAVATION, SITE PREP AND ASSEMBLY TO CONSTRUCT AND INSTALL A 40'x48'x16' STORAGE BUILDING WITH A POURED CONCRETE FLOOR. P.O.C.:JAN GONZALES (301)359-3861, CONTRACTING P.O.C.: JACKIE HENDERSON (410)962- 3529 ****ALL INTERESTED CONTRACTORS ARE STRONGLY ENCOURAGED TO ATTEND A SITE VISIT PRIOR TO SUBMITTAL OF BID. PLEASE CONTACT MR. GONZALES AT (301)359-3861 TO ARRANGE FOR AN INSPECTION ON SITE.*** EXCAVATION, SITE PREP AND ASSEMBLY OF ONE 40X48X16 POLE STRUCTURE PURCHASE REQUEST NUMBER: W81W3G-4188-0880	1	Each		

NET AMT

FOB: Destination

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	01-SEP-2004	1	JENNINGS RANDOLPH LAKE PROJ JAN GONZALES P.O. BOX 247 ELK GARDEN WV 26717 304-355-2346 FOB: Destination	E1R0240

CLAUSES INCORPORATED BY FULL TEXT

52.202-1 DEFINITIONS (JUN 2004) --ALTERNATE I (MAR 2001)

(a) Agency head or head of the agency means the Secretary (Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, unless otherwise indicated, including any deputy or assistant chief official of the executive agency.

(b) Commercial component means any component that is a commercial item.

(c) Component means any item supplied to the Government as part of an end item or of another component, except that for use in 52.225-9, and 52.225-11 see the definitions in 52.225-9(a) and 52.225-11(a).

(d) Contracting Officer means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(e) Nondevelopmental item means--

(1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;

(2) Any item described in paragraph (f)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or

(3) Any item of supply being produced that does not meet the requirements of paragraph (f)(1) or (f)(2) solely because the item is not yet in use.

(f) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(g) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

(End of clause)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

TIN: _____

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____

(f) Common parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principles, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of clause)

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

The Contractor shall be required to (a) commence work under this contract within 30 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 30 calendar days of award date. * The time stated for completion shall include final cleanup of the premises.

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

(End of clause)

52.211-18 VARIATION IN ESTIMATED QUANTITY (APR 1984)

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Contracting Officer within 10 days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgement of the Contracting Officer, is justified.

52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (JUN 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).

(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 (Jun 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
- (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://www.arnet.gov/far>

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

(Insert one or more Internet addresses)

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

(End of provision)

52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004) - ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 238990.

(2) The small business size standard is \$12,000,000

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

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

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

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

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

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

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

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

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

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

___ Black American.

___ Hispanic American.

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

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

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

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

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

(d) Notice.

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

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

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

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

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

(End of provision)

52.222-6 DAVIS-BACON ACT (FEB 1995)

(a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (d) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (b) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(b)(1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage

determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (b)(2) and (b)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(d) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(End of clause)

52.222-7 WITHHOLDING OF FUNDS (FEB 1988)

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other Federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the

event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(End of clause)

52.222-8 PAYROLLS AND BASIC RECORDS (FEB 1988)

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b)(1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify--

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this clause.

(4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(End of clause)

52.222-9 APPRENTICES AND TRAINEES (FEB 1988)

(a) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with

the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(End of clause)

52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

(End of clause)

52.222-11 SUBCONTRACTS (LABOR STANDARDS (FEB 1988)

(a) The Contractor or subcontractor shall insert in any subcontracts the clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act-Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Withholding of Funds, Subcontracts (Labor Standards), Contract Termination-Debarment, Disputes Concerning Labor Standards, Compliance with Davis-Bacon and Related Act Regulations, and Certification of Eligibility, and such other clauses as the Contracting Officer may, by appropriate instructions, require, and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all the contract clauses cited in this paragraph.

(b)(1) Within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer a completed Statement and Acknowledgment Form (SF 1413) for each subcontract, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (a) of this clause have been included in the subcontract.

(2) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.

(End of clause)

52.222-12 CONTRACT TERMINATION--DEBARMENT (FEB 1988)

A breach of the contract clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act--Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act

Requirements, Subcontracts (Labor Standards), Compliance with Davis-Bacon and Related Act Regulations, or Certification of Eligibility may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

(End of clause)

52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in this contract.

(End of clause)

52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(End of clause)

52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)

(a) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

(End of clause)

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) () It has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) () It has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

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

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

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

Goals for minority participation for each trade	Goals for female participation for each trade
4.8%	6.9%

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

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

Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

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

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

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is MD Allegany; MD Garrett; PA Armstrong; PA Bedford; PA Butler; PA Fayette; PA Greene; PA Indiana; WV Mineral

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) it has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.222-26 EQUAL OPPORTUNITY (APR 2002)

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with paragraphs (b)(1) through (b)(11) of this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a

publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

(End of clause)

52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999)

(a) Definitions. "Covered area," as used in this clause, means the geographical area described in the solicitation for this contract.

"Deputy Assistant Secretary," as used in this clause, means Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, or a designee.

"Employer's identification number," as used in this clause, means the Federal Social Security number used on the employer's quarterly federal tax return, U.S. Treasury Department Form 941.

"Minority," as used in this clause, means--

(1) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(2) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands);

(3) Black (all persons having origins in any of the black African racial groups not of Hispanic origin); and

(4) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race).

(b) If the Contractor, or a subcontractor at any tier, subcontracts a portion of the work involving any construction trade, each such subcontract in excess of \$10,000 shall include this clause and the Notice containing the goals for minority and female participation stated in the solicitation for this contract.

(c) If the Contractor is participating in a Hometown Plan (41 CFR 60-4) approved by the U.S. Department of Labor in a covered area, either individually or through an association, its affirmative action obligations on all work in the plan area (including goals) shall comply with the plan for those trades that have unions participating in the plan. Contractors must be able to demonstrate participation in, and compliance with, the provisions of the plan. Each Contractor or subcontractor participating in an approved plan is also required to comply with its obligations under the Equal Opportunity clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good-faith performance by other Contractors or subcontractors toward a goal in an approved plan does not excuse any Contractor's or subcontractor's failure to make good-faith efforts to achieve the plan's goals.

(d) The Contractor shall implement the affirmative action procedures in subparagraphs (g)(1) through (16) of this clause. The goals stated in the solicitation for this contract are expressed as percentages of the total hours of employment and training of minority and female utilization that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where that work is actually performed. The Contractor is expected to make substantially uniform progress toward its goals in each craft.

(e) Neither the terms and conditions of any collective bargaining agreement, nor the failure by a union with which the Contractor has a collective bargaining agreement, to refer minorities or women shall excuse the Contractor's obligations under this clause, Executive Order 11246, as amended, or the regulations thereunder.

(f) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

(g) The Contractor shall take affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with this clause shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and implement affirmative action steps at least as extensive as the following:

(1) Ensure a working environment free of harassment, intimidation, and coercion at all sites and in all facilities where the Contractor's employees are assigned to work. The Contractor, if possible, will assign two or more women to each construction project. The Contractor shall ensure that foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at these sites or facilities.

(2) Establish and maintain a current list of sources for minority and female recruitment. Provide written notification to minority and female recruitment sources and community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(3) Establish and maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant, referrals of minorities or females from unions, recruitment sources, or community organizations, and the action taken with respect to each individual. If an individual was sent to the union hiring hall for referral and not referred back to the Contractor by the union or, if referred back, not employed by the Contractor, this shall be documented in the file, along with whatever additional actions the Contractor may have taken.

(4) Immediately notify the Deputy Assistant Secretary when the union or unions with which the Contractor has a collective bargaining agreement has not referred back to the Contractor a minority or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area that expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (g)(2) of this clause.

(6) Disseminate the Contractor's equal employment policy by--

(i) Providing notice of the policy to unions and to training, recruitment, and outreach programs, and requesting their cooperation in assisting the Contractor in meeting its contract obligations;

(ii) Including the policy in any policy manual and in collective bargaining agreements;

(iii) Publicizing the policy in the company newspaper, annual report, etc.;

(iv) Reviewing the policy with all management personnel and with all minority and female employees at least once a year; and

(v) Posting the policy on bulletin boards accessible to employees at each location where construction work is performed.

(7) Review, at least annually, the Contractor's equal employment policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff, termination, or other employment decisions. Conduct review of this policy with all on-site supervisory personnel before initiating construction work at a job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the Contractor's equal employment policy externally by including it in any advertising in the news media, specifically including minority and female news media. Provide written notification to, and discuss this policy with, other Contractors and subcontractors with which the Contractor does or anticipates doing business.

(9) Direct recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than 1 month before the date for acceptance of applications for apprenticeship or training by any recruitment source, send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit minority persons and women. Where reasonable, provide after-school, summer, and vacation employment to minority and female youth both on the site and in other areas of the Contractor's workforce.

(11) Validate all tests and other selection requirements where required under 41 CFR 60-3.

(12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to prepare for, through appropriate training, etc., opportunities for promotion.

(13) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the Contractor's obligations under this contract are being carried out.

(14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user rest rooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

(15) Maintain a record of solicitations for subcontracts for minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

(16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's equal employment policy and affirmative action obligations.

(h) The Contractor is encouraged to participate in voluntary associations that may assist in fulfilling one or more of the affirmative action obligations contained in subparagraphs (g)(1) through (16) of this clause. The efforts of a contractor association, joint contractor-union, contractor-community, or similar group of which the contractor is a member and participant may be asserted as fulfilling one or more of its obligations under subparagraphs (g)(1) through (16) of this clause, provided the Contractor--

(1) Actively participates in the group;

(2) Makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry;

- (3) Ensures that concrete benefits of the program are reflected in the Contractor's minority and female workforce participation;
- (4) Makes a good-faith effort to meet its individual goals and timetables; and
- (5) Can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply is the Contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
- (i) A single goal for minorities and a separate single goal for women shall be established. The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of Executive Order 11246, as amended, if a particular group is employed in a substantially disparate manner.
- (j) The Contractor shall not use goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- (k) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts under Executive Order 11246, as amended.
- (l) The Contractor shall carry out such sanctions and penalties for violation of this clause and of the Equal Opportunity clause, including suspension, termination, and cancellation of existing subcontracts, as may be imposed or ordered under Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any failure to carry out these sanctions and penalties as ordered shall be a violation of this clause and Executive Order 11246, as amended.
- (m) The Contractor in fulfilling its obligations under this clause shall implement affirmative action procedures at least as extensive as those prescribed in paragraph (g) of this clause, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of Executive Order 11246, as amended, the implementing regulations, or this clause, the Deputy Assistant Secretary shall take action as prescribed in 41 CFR 60-4.8.
- (n) The Contractor shall designate a responsible official to--
- (1) Monitor all employment-related activity to ensure that the Contractor's equal employment policy is being carried out;
- (2) Submit reports as may be required by the Government; and
- (3) Keep records that shall at least include for each employee the name, address, telephone number, construction trade, union affiliation (if any), employee identification number, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, separate records are not required to be maintained.

Nothing contained herein shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(End of clause)

52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

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

All employment openings means all positions except executive and top management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

Executive and top management means any employee--

(1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;

(2) Who customarily and regularly directs the work of two or more other employees;

(3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;

(4) Who customarily and regularly exercises discretionary powers; and

(5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

Other eligible veteran means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

Positions that will be filled from within the Contractor's organization means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

Qualified special disabled veteran means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

Special disabled veteran means--

(1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability--

(i) Rated at 30 percent or more; or

(ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or

(2) A person who was discharged or released from active duty because of a service-connected disability.

Veteran of the Vietnam era means a person who--

(1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases; or

(2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases.

(b) General. (1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

(iii) Rate of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(c) Listing openings. (1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment

openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.

(2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.

(e) Postings. (1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The employment notices shall--

(i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and

(ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.

(3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).

(4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(g) Subcontracts. The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

(End of clause)

(a) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;

(iii) Rates of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor, including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) Postings. (1) The Contractor agrees to post employment notices stating--

(i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and

(ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

(a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on--

(1) The number of disabled veterans and the number of veterans of the Vietnam era in the workforce of the contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of that total, the number of disabled veterans, and the number of veterans of the Vietnam era.

(b) The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."

(c) Reports shall be submitted no later than September 30 of each year beginning September 30, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that the information is voluntarily provided; that the information will be kept confidential; that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.

(f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

(End of clause)

52.225-9 BUY AMERICAN ACT—CONSTRUCTION MATERIALS (JUN 2003)

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

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

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site

preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

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

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

Domestic construction material means--

(1) An unmanufactured construction material mined or produced in the United States; or

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

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

United States means the 50 States, the District of Columbia, and outlying areas.

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

(2) This requirement does not apply to the construction material or components listed by the Government as follows:

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

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

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

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

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

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

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \1\
Item 1			
Foreign construction material....			
Domestic construction material...			
Item 2			
Foreign construction material....			
Domestic construction material...			

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

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

Include other applicable supporting information.

(End of clause)

52.225-10 NOTICE OF BUY AMERICAN ACT REQUIREMENT--CONSTRUCTION MATERIALS (MAY 2002)

(a) Definitions. Construction material, domestic construction material, and foreign construction material, as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act --Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

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 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 a 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)

52.228-13 ALTERNATIVE PAYMENT PROTECTIONS (JULY 2000)

(a) The Contractor shall submit one of the following payment protections:

- (3) Payment Bond
- (4) An Irrevocable Line of Credit
- (5) Tripartite Escrow Agreement
- (6) Certificate of Deposit
- (7) Deposits of Security such as:
 - a) U.S. Bonds
 - b) U.S. Notes
 - c) Certified or Cashier's checks
 - d) Bank Draft
 - e) Money Orders

(b) The amount of the payment protection shall be 100 percent of the contract price.

(c) The submission of the payment protection is required within 10 days of contract award.

(d) The payment protection shall provide protection for the full contract performance period plus a one-year period.

(e) Except for escrow agreements and payment bonds, which provide their own protection procedures, the Contracting Officer is authorized to access funds under the payment protection when it has been alleged in writing by a supplier of labor or material that a nonpayment has occurred, and to withhold such funds pending resolution by administrative or judicial proceedings or mutual agreement of the parties.

(f) When a tripartite escrow agreement is used, the Contractor shall utilize only suppliers of labor and material that signed the escrow agreement.

(End of clause)

52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (SEP 2002)

(a) Payment of price. The Government shall pay the Contractor the contract price as provided in this contract.

(b) Progress payments. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.

(1) The Contractor's request for progress payments shall include the following substantiation:

(i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.

(ii) A listing of the amount included for work performed by each subcontractor under the contract.

(iii) A listing of the total amount of each subcontract under the contract.

(iv) A listing of the amounts previously paid to each such subcontractor under the contract.

(v) Additional supporting data in a form and detail required by the Contracting Officer.

(2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if--

(i) Consideration is specifically authorized by this contract; and

(ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

(c) Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)

I hereby certify, to the best of my knowledge and belief, that--

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of chapter 39 of Title 31, United States Code;

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and

(4) This certification is not to be construed as final acceptance of a subcontractor's performance.

(Name)

(Title)

(Date)

(d) Refund of unearned amounts. If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to

the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the Contractor shall--

(1) Notify the Contracting Officer of such performance deficiency; and

(2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until--

(i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or

(ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(e) Retainage. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(f) Title, liability, and reservation of rights. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as--

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(g) Reimbursement for bond premiums. In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

(h) Final payment. The Government shall pay the amount due the Contractor under this contract after--

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 15).

(i) Limitation because of undefinitized work. Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the

contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

(j) Interest computation on unearned amounts. In accordance with 31 U.S.C. 3903(c)(1), the amount payable under subparagraph (d)(2) of this clause shall be--

(1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the date the Contractor receives the unearned amount; and

(2) Deducted from the next available payment to the Contractor.

(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)

52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (OCT 2003)

Notwithstanding any other payment terms in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(3) concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Types of invoice payments. For purposes of this clause, there are several types of invoice payments that may occur under this contract, as follows:

(i) Progress payments, if provided for elsewhere in this contract, based on Contracting Officer approval of the estimated amount and value of work or services performed, including payments for reaching milestones in any project.

(A) The due date for making such payments is 14 days after the designated billing office receives a proper payment request. If the designated billing office fails to annotate the payment request with the actual date of receipt at the time of receipt, the payment due date is the 14th day after the date of the Contractor's payment request, provided the designated billing office receives a proper payment request and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) The due date for payment of any amounts retained by the Contracting Officer in accordance with the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, is as specified in the contract or, if not specified, 30 days after approval by the Contracting Officer for release to the Contractor.

(ii) Final payments based on completion and acceptance of all work and presentation of release of all claims against the Government arising by virtue of the contract, and payments for partial deliveries that have been accepted by the Government (e.g., each separate building, public work, or other division of the contract for which the price is stated separately in the contract).

(A) The due date for making such payments is the later of the following two events:

(1) The 30th day after the designated billing office receives a proper invoice from the Contractor.

(2) The 30th day after Government acceptance of the work or services completed by the Contractor. For a final invoice when the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance is deemed to occur on the effective date of the contract settlement.

(B) If the designated billing office fails to annotate the invoice with the date of actual receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(2)(i) through (a)(2)(xi) of this clause. If the invoice does not comply with these requirements, the designated billing office must return it within 7 days after receipt, with the reasons why it is not a proper invoice. When computing any interest penalty owed the Contractor, the Government will take into account if the Government notifies the Contractor of an improper invoice in an untimely manner.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of mailing or transmission.)

(iii) Contract number or other authorization for work or services performed (including order number and contract line item number).

(iv) Description of work or services performed.

(v) Delivery and payment terms (e.g., discount for prompt payment terms).

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) For payments described in paragraph (a)(1)(i) of this clause, substantiation of the amounts requested and certification in accordance with the requirements of the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts.

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(xi) Any other information or documentation required by the contract.

(3) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.

(iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(4) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor for payments described in paragraph (a)(1)(ii) of this clause, Government acceptance or approval is deemed to occur constructively on the 7th day after the Contractor has completed the work or services in accordance with the terms and conditions of the contract. If actual acceptance or approval occurs within the constructive acceptance or approval period, the Government will base the determination of an interest penalty on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes, and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(5) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(6) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(6)(ii) of this clause, postmarked not later than 40 days after the date the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(b) Contract financing payments. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Subcontract clause requirements. The Contractor shall include in each subcontract for property or services (including a material supplier) for the purpose of performing this contract the following:

(1) Prompt payment for subcontractors. A payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the Contractor under this contract.

(2) Interest for subcontractors. An interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause--

(i) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

(ii) Computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(3) Subcontractor clause flowdown. A clause requiring each subcontractor to use:

(i) Include a payment clause and an interest penalty clause conforming to the standards set forth in paragraphs (c)(1) and (c)(2) of this clause in each of its subcontracts; and

(ii) Require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

(d) Subcontract clause interpretation. The clauses required by paragraph (c) of this clause shall not be construed to impair the right of the Contractor or a subcontractor at any tier to negotiate, and to include in their subcontract, provisions that--

(1) Retainage permitted. Permit the Contractor or a subcontractor to retain (without cause) a specified percentage of each progress payment otherwise due to a subcontractor for satisfactory performance under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to by the parties to the subcontract, giving such recognition as the parties deem appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond;

(2) Withholding permitted. Permit the Contractor or subcontractor to make a determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract agreement; and

(3) Withholding requirements. Permit such withholding without incurring any obligation to pay a late payment penalty if--

(i) A notice conforming to the standards of paragraph (g) of this clause previously has been furnished to the subcontractor; and

(ii) The Contractor furnishes to the Contracting Officer a copy of any notice issued by a Contractor pursuant to paragraph (d)(3)(i) of this clause.

(e) Subcontractor withholding procedures. If a Contractor, after making a request for payment to the Government but before making a payment to a subcontractor for the subcontractor's performance covered by the payment request, discovers that all or a portion of the payment otherwise due such subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall--

(1) Subcontractor notice. Furnish to the subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon ascertaining the cause giving rise to a withholding, but prior to the due date for subcontractor payment;

(2) Contracting Officer notice. Furnish to the Contracting Officer, as soon as practicable, a copy of the notice furnished to the subcontractor pursuant to paragraph (e)(1) of this clause;

(3) Subcontractor progress payment reduction. Reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (e)(1) of this clause;

(4) Subsequent subcontractor payment. Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency, and--

(i) Make such payment within--

(A) Seven days after correction of the identified subcontract performance deficiency (unless the funds therefor must be recovered from the Government because of a reduction under paragraph (e)(5)(i)) of this clause; or

(B) Seven days after the Contractor recovers such funds from the Government; or

(ii) Incur an obligation to pay a late payment interest penalty computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty;

(5) Notice to Contracting Officer. Notify the Contracting Officer upon--

(i) Reduction of the amount of any subsequent certified application for payment; or

(ii) Payment to the subcontractor of any withheld amounts of a progress payment, specifying--

(A) The amounts withheld under paragraph (e)(1) of this clause; and

(B) The dates that such withholding began and ended; and

(6) Interest to Government. Be obligated to pay to the Government an amount equal to interest on the withheld payments (computed in the manner provided in 31 U.S.C. 3903(c)(1)), from the 8th day after receipt of the withheld amounts from the Government until--

(i) The day the identified subcontractor performance deficiency is corrected; or

(ii) The date that any subsequent payment is reduced under paragraph (e)(5)(i) of this clause.

(f) Third-party deficiency reports--(1) Withholding from subcontractor. If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a "second-tier subcontractor") a written notice in accordance with section 2 of the Act of August 24, 1935 (40 U.S.C. 270b, Miller Act), asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, the Contractor may, without incurring an obligation to pay an interest penalty under paragraph (e)(6) of this clause--

(i) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and

(ii) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (f)(1)(i) of this clause.

(2) Subsequent payment or interest charge. As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall--

(i) Pay the amount withheld under paragraph (f)(1)(ii) of this clause to such first-tier subcontractor; or

(ii) Incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(g) Written notice of subcontractor withholding. The Contractor shall issue a written notice of any withholding to a subcontractor (with a copy furnished to the Contracting Officer), specifying--

- (1) The amount to be withheld;
- (2) The specific causes for the withholding under the terms of the subcontract; and
- (3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.

(h) Subcontractor payment entitlement. The Contractor may not request payment from the Government of any amount withheld or retained in accordance with paragraph (d) of this clause until such time as the Contractor has determined and certified to the Contracting Officer that the subcontractor is entitled to the payment of such amount.

(i) Prime-subcontractor disputes. A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the Government is a party. The Government may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

(j) Preservation of prime-subcontractor rights. Except as provided in paragraph (i) of this clause, this clause shall not limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or a subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor.

(k) Non-recourse for prime contractor interest penalty. The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be construed to be an obligation of the Government for such interest penalty. A cost-reimbursement claim may not include any amount for reimbursement of such interest penalty.

(l) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(End of clause)

52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the

Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(c) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

(End of clause)

52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

(End of clause)

52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage all existing improvements and utilities

(1) at or near the work site, and

(2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

(End of clause)

52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)

(a) The Contractor shall confine all operations (including storage of materials) on Government premises to areas

authorized or approved by the Contracting Officer. 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.

(b) Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

(c) The Contractor shall, under regulations prescribed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

(End of clause)

52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)

(a) The Government shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Government intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use shall not be deemed an acceptance of any work under the contract.

(b) While the Government has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to the work resulting from the Government's possession or use, notwithstanding the terms of the clause in this contract entitled "Permits and Responsibilities." If prior possession or use by the Government delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

(End of clause)

52.236-12 CLEANING UP (APR 1984)

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

(End of clause)

52.236-13 ACCIDENT PREVENTION (NOV 1991)

(a) The Contractor shall provide and maintain work environments and procedures which will

(1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;

(2) avoid interruptions of Government operations and delays in project completion dates; and

(3) control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall-

(1) Provide appropriate safety barricades, signs, and signal lights;

(2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and

(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(8) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(End of clause)

52.236-17 LAYOUT OF WORK (APR 1984)

The Contractor shall lay out its work from Government established base lines and bench marks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Contracting Officer. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the Contracting Officer until authorized to remove them. If such marks are destroyed by the Contractor or through its negligence before their removal is authorized, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

(End of clause)

52.237-1 SITE VISIT (APR 1984)

(a) Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of clause)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

(End of clause)

52.242-14 SUSPENSION OF WORK (APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract. (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

(End of clause)

52.243-5 CHANGES AND CHANGED CONDITIONS (APR 1984)

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

(b) The Contractor shall promptly notify the Contracting Officer, in writing, of subsurface or latent physical

conditions differing materially from those indicated in this contract or unknown unusual physical conditions at the site before proceeding with the work.

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

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

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

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

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

(End of clause)

52.246-1 CONTRACTOR INSPECTION REQUIREMENTS (APR 1984)

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

(End of clause)

52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

(a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not--

(1) Relieve the Contractor of responsibility for providing adequate quality control measures;

(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

(3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.

- (d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.
- (e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.
- (f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- (g) If the Contractor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.
- (h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
- (i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

(End of clause)

52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)

- (a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.
- (b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.
- (c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of--
- (1) The Contractor's failure to conform to contract requirements; or

- (2) Any defect of equipment, material, workmanship, or design furnished.
- (d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.
- (e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.
- (f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- (g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--
- (1) Obtain all warranties that would be given in normal commercial practice;
 - (2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and
 - (3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.
- (h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.
- (i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.
- (j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

(End of clause)

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

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

<http://www.arnet.gov/far>

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

(End of provision)

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--

(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 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)

252.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (MAY 2004)

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

(1) Bearing components means the bearing element, retainer, inner race, or outer race.

(2) Miniature and instrument ball bearings means all rolling contact ball bearings with a basic outside diameter (exclusive of flange diameters) of 30 millimeters or less, regardless of material, tolerance, performance, or quality characteristics.

(b) Except as provided in paragraph (c) of this clause, all ball and roller bearings and ball and roller bearing components (including miniature and instrument ball bearings) delivered under this contract, either as end items or components of end items, shall be wholly manufactured in the United States or Canada. Unless otherwise specified, raw materials, such as preformed bar, tube, or rod stock and lubricants, need not be mined or produced in the United States or Canada.

(c)(1) The restriction in paragraph (b) of this clause does not apply to ball or roller bearings that are acquired as components if--

(i) The end items or components containing ball or roller bearings are commercial items; or

(ii) The ball or roller bearings are commercial components manufactured in the United Kingdom.

(2) The commercial item exception in paragraph (c)(1) of this clause does not include items designed or developed under a Government contract if the end item is bearings or bearing components.

(d) The restriction in paragraph (b) of this clause may be waived upon request from the Contractor in accordance with subsection 225.7009-3 of the Defense Federal Acquisition Regulation Supplement. If the restriction is waived for miniature and instrument ball bearings, the Contractor shall acquire a like quantity and type of domestic manufacture for nongovernmental use.

(e) The Contractor shall retain records showing compliance with the restriction in paragraph (b) of this clause until 3 years after final payment and shall make the records available upon request of the Contracting Officer.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts, except those for--

(1) Commercial items other than ball or roller bearings; or

(2) Items that do not contain ball or roller bearings.

(End of clause)

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

(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)

252.236-7000 MODIFICATION PROPOSALS - PRICE BREAKDOWN. (DEC 1991)

(a) The Contractor shall furnish a price breakdown, itemized as required and within the time specified by the Contracting Officer, with any proposal for a contract modification.

(b) The price breakdown --

(1) Must include sufficient detail to permit an analysis of profit, and of all costs for --

(i) Material;

(ii) Labor;

(iii) Equipment;

(iv) Subcontracts; and

(v) Overhead; and

(2) Must cover all work involved in the modification, whether the work was deleted, added, or changed.

(c) The Contractor shall provide similar price breakdowns to support any amounts claimed for subcontracts.

(d) The Contractor's proposal shall include a justification for any time extension proposed.

252.236-7001 CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

(1) Check all drawings furnished immediately upon receipt;

(2) Compare all drawings and verify the figures before laying out the work;

(3) Promptly notify the Contracting Officer of any discrepancies;

(4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and

(5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

(1) Large-scale drawings shall govern small-scale drawings; and

(2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

Title	File	Drawing No.
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(End of clause)

252.236-7006 COST LIMITATION (JAN 1997)

(a) Certain items in this solicitation are subject to statutory cost limitations. The limitations are stated in the Schedule.

(b) An offer which does not state separate prices for the items identified in the Schedule as subject to a cost limitation may be considered nonresponsive.

(c) Prices stated in offers for items subject to cost limitations shall include an appropriate apportionment of all costs, direct and indirect, overhead, and profit.

(d) Offers may be rejected which--

(1) Are materially unbalanced for the purpose of bringing items within cost limitations; or

(2) Exceed the cost limitations, unless the limitations have been waived by the Government prior to award.

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.

(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

WAGE DETERMINATION DECISION
of the SECRETARY OF LABOR

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

Decision No. WV030002 dated 9 July 2004

BUILDING CONSTRUCTION WAGE SCHEDULES FOR MINERAL COUNTY ONLY APPLY TO THIS PROJECT.

General Decision Number: WV030002 07/09/2004

General Decision Number: WV030002 07/09/2004
Superseded General Decision Number: WV020002
State: West Virginia
Construction Types: Building
Counties: Barbour, Braxton, Brooke, Cabell, Calhoun, Doddridge, Gilmer, Grant, Hampshire, Hancock, Hardy, Harrison, Jackson, Kanawha, Lewis, Marion, Marshall, Mason, Mineral, Monongalia, Morgan, Ohio, Pendleton, Pleasants, Preston, Putnam, Randolph, Ritchie, Roane, Taylor, Tucker, Tyler, Upshur, Wayne, Webster, Wetzel, Wirt and Wood Counties in West Virginia.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes and apartments up to and including 4 stories). See Heavy and Highway Construction General Wage determination for all work in connection with the clearing and grading of site, also all paving incidental to the project, and all incidental water lines, sewers and other utilities to within 5 feet of the building line)

Modification Number	Publication Date
0	06/13/2003
1	10/31/2003
2	11/07/2003
3	11/14/2003
4	11/28/2003
5	12/05/2003
6	12/12/2003
7	12/19/2003
8	01/16/2004
9	01/23/2004
10	02/27/2004
11	03/19/2004
12	06/18/2004
13	06/25/2004
14	07/09/2004

ASBE0002-003 08/01/2002
BROOKE, HANCOCK, HARRISON, MARION, MARSHALL, MINERAL, OHIO, TYLER AND WETZEL COUNTIES

	Rates	Fringes
Asbestos Workers/Insulator Mills, Chemical Plants and Power Plants.....	\$ 27.77	11.26
All other work.....	\$ 26.02	11.26

SCOPE OF WORK:

Includes application of all insulating materials, protective coverings and finishings to all types of mechanical systems.

 ASBE0080-001 06/01/2003
 BRAXTON, CABELL, CALHOUN, DODDRIDGE, GILMER, JACKSON, KANAWHA,
 LEWIS, MASON, PLEASANTS, PUTNAM, RITCHIE, ROANE, UPSHUR, WAYNE,
 WIRT AND WOOD COUNTIES.

	Rates	Fringes
Asbestos/Insulator Worker.....	\$ 25.75	10.64

SCOPE OF WORK:
 Includes application of all insulating materials, protective coverings and finishings to all types of mechanical systems.

 BOIL0045-003 01/01/2004
 GRANT COUNTY

	Rates	Fringes
Boilermaker.....	\$ 26.01	14.96

 BOIL0154-003 06/01/2003
 BROOKE AND HANCOCK COUNTIES

	Rates	Fringes
Boilermaker.....	\$ 29.27	14.69

 BOIL0667-001 10/01/2003
 BARBOUR, BRAXTON, CABELL, CALHOUN, DODDRIDGE, GILMER,
 HAMPSHIRE, HARDY, HARRISON, JACKSON, KANAWHA, LEWIS, MARION,
 MARSHALL, MASON, MINERAL, MORGAN, MONONGALIA, OHIO, PENDLETON,
 PLEASANTS, PRESTON, PUTNAM, RANDOLPH, RITCHIE, ROANE, TAYLOR,
 TUCKER, TYLER, UPSHUR, WAYNE, WEBSTER, WETZEL, WIRT AND WOOD
 COUNTIES.

	Rates	Fringes
Boilermaker.....	\$ 29.55	13.79

 BRMD0006-003 05/01/2002
 MINERAL COUNTY

	Rates	Fringes
Bricklayer (Brick, Stone, Marble, Mosaic, Pointers, Caulkers, Artifical, Tilersetters and Terrazzo workers).....	\$ 19.25	6.10

 BRWV0001-001 07/01/2003
 MARSHALL, OHIO, TYLER AND WETZEL COS.

	Rates	Fringes
Bricklayer.....	\$ 22.52	9.10
Tile Setter.....	\$ 22.49	9.10

 BRWV0006-003 06/01/2003
 CALHOUN, JACKSON, PLEASANTS, RITCHIE, ROANE, WIRT AND WOOD COS.

	Rates	Fringes
Bricklayer & Tile Setter.....	\$ 26.26	7.35
Marble & Tile Finisher.....	\$ 22.76	7.35

 BRWV0009-002 06/01/2003
 BRAXTON, KANAWHA AND PUTNAM COS.

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 22.45	11.35
Marble, Tile Layer & Terrazzo Worker.....	\$ 21.21	11.35

 BRWV0011-001 07/01/2003
 BROOKE AND HANCOCK COS.

	Rates	Fringes
Bricklayer		
Industrial.....	\$ 25.10	7.77
All other work.....	\$ 23.46	7.77
Tile Setter.....	\$ 21.53	7.77

 BRWV0015-002 06/01/2004
 DODDRIDGE, GILMER, HARRISON, LEWIS, MARION AND UPSHUR COUNTIES

	Rates	Fringes
Bricklayer		
Commercial.....	\$ 27.00	5.17

Industrial.....	\$ 29.00	5.17

BRWV0015-005 06/01/2004		
BARBOUR, DODDRIDGE, GILMER, HARDY, HARRISON, LEWIS, MARION, MONONGALIA, PRESTON, TAYLOR, TUCKER AND UP SHUR COUNTIES		
	Rates	Fringes
Cement Masons:		
Commerial.....	\$ 27.00	5.17
Industrial.....	\$ 29.00	5.17

CARP0003-003 07/01/2003		
BROOKE, HANCOCK, MARSHALL AND OHIO COUNTIES		
	Rates	Fringes
Carpenters: (carpet, drywall, lather, and soft tile installers).....		
	\$ 20.76	9.38

CARP0128-001 06/01/2003		
BRAXTON, JACKSON, KANAWHA, MASON, PUTNAM AND ROANE (Southern half) COUNTIES		
	Rates	Fringes
Carpenter, Carpet, Drywall & Soft Tile Installer.....		
	\$ 23.31	10.78
Piledriverman.....		
	\$ 23.54	10.78

CARP0302-001 06/01/2003		
CABELL AND WAYNE COUNTIES		
	Rates	Fringes
Carpenter & Soft Floor Layer...\$ 23.83		
		10.75
Piledriverman.....\$ 24.22		
		10.75

CARP0476-001 06/01/2003		
BRAXTON, DODDRIDGE, GILMER, HARRISON, LEWIS, MARION, PLEASANTS, RITCHIE, TYLER, UP SHUR, WEBSTER AND WETZEL COUNTIES		
	Rates	Fringes
Carpenter (carpet, drywall and soft tile installers).....		
	\$ 21.02	10.73
Piledriver.....\$ 21.52		
		10.73

CARP0476-002 06/01/2003		
BARBOUR, MONONGALIA, PRESTON, RANDOLPH, TAYLOR, TUCKER AND WEBSTER COUNTIES		
	Rates	Fringes
Carpenters: (drywall and soft floor layers).....		
	\$ 21.02	10.73

CARP0899-001 06/01/2003		
	Rates	Fringes
Carpenters: (Soft Tile & Carpet Installers, Drywall installers).....		
	\$ 24.03	7.99
Piledriverman.....\$ 24.28		
		8.80

CARP1024-003 05/01/2002		
GRANT, HAMPSHIRE, HARDY, MINERAL AND PENDLETON COUNTIES		
	Rates	Fringes
Carpenter (dry wall hangers and soft layers).....		
	\$ 19.97	6.33

CARP1519-001 06/01/2003		
CABELL AND WAYNE COUNTIES		
	Rates	Fringes
Millwright.....\$ 24.68		
		11.51

CARP1755-001 06/01/2003		
BRAXTON, CALHOUN, DODDRIDGE, GILMER, HARRISON, JACKSON, KANAWHA, LEWIS, MARION, MASON, PLEASANTS, PUTNAM, RITCHIE, ROANE, TYLER, UP SHUR, WETZEL, WIRT AND WOOD COUNTIES		
	Rates	Fringes
Millwright.....\$ 25.16		
		11.66

CARP1871-019 05/01/2001		
BROOKE, HANCOCK, MARSHALL AND OHIO COUNTIES		
	Rates	Fringes

Millwright.....	\$ 22.21	8.54

CARP2264-001 01/01/2002		
BROOKE, HANCOCK, MARSHALL, OHIO, AND WETZEL COUNTIES		
	Rates	Fringes
Piledriverman.....	\$ 23.82	8.48

ELEC0026-010 06/07/2004		
HARDY AND PENDLETON COUNTIES		
	Rates	Fringes
Electrician.....	\$ 21.06	6.70

ELEC0141-001 07/01/2003		
BROOKE (Buffalo Twp. only) MARSHALL, OHIO AND WETZEL COUNTIES		
	Rates	Fringes
Cable splicer.....	\$ 25.10	12.01
Electrician.....	\$ 24.85	12.01

ELEC0141-002 07/01/2003		
BROOKE (Buffalo Twp. only), MARSHALL, OHIO, AND WETZEL COUNTIES		
	Rates	Fringes
Line Construction:		
Cable Splicer.....	\$ 25.10	12.01
Groundsman.....	\$ 19.88	12.01
Lineman, Equipment Operator..	\$ 24.85	12.01

ELEC0246-003 11/04/2003		
BROOKE (Except Buffalo Township), HANCOCK COUNTIES		
	Rates	Fringes
Electrician.....	\$ 26.95	15.24+a
FOOTNOTE: a. 1 1/2 Paid Holidays: The last scheduled workday prior to Christmas & 4 hours on Good Friday		

ELEC0246-005 11/03/2003		
BROOKE (Except Buffalo Twp.)AND HANCOCK COUNTIES		
	Rates	Fringes
Line Construction:		
Groundman.....	\$ 17.65	51.5%+a
Lineman, Line Equipment Operator, and Truck Driver..	\$ 26.95	51.5%+a
FOOTNOTE: a. 1-1/2 Paid Holidays: The last scheduled workday prior to Christmas Day and 4 Hours on Good Friday.		

ELEC0307-003 06/03/2002		
GRANT, HAMPSHIRE, MINERAL and MORGAN COUNTIES		
	Rates	Fringes
Electrician.....	\$ 22.80	10.02

ELEC0307-004 06/04/2001		
MINERAL COUNTY		
	Rates	Fringes
Equipment Operator.....	\$ 21.66	4.5%+8.00
Linemen.....	\$ 22.80	4.5%+8.00
Truck Driver.....	\$ 14.82	4.5%+8.00

ELEC0317-001 05/30/2001		
CABELL, MASON AND WAYNE COUNTIES		
	Rates	Fringes
Cable splicer.....	\$ 24.27	3%+10.35
Electrician.....	\$ 23.11	3%+10.35

ELEC0317-009 06/01/2000		
BRAXTON, CABELL, CALHOUN, GILMER, KANAWHA, MASON, PUTNAM, ROANE, AND WAYNE COUNTIES		
	Rates	Fringes
Line Construction:		
Cable Splicer.....	\$ 24.09	3.5%+9.00
Equipment Operator.....	\$ 17.34	3.5%+9.00
Groundman.....	\$ 14.09	3.5%+9.00
Lineman.....	\$ 21.68	3.5%+9.00

ELEC0466-001 06/01/2003		
BRAXTON, CALHOUN, GILMER, KANAWHA, PUTNAM, ROANE AND WEBSTER COUNTIES		

	Rates	Fringes
Cable splicer.....	\$ 29.67	3%+6.97
Electrician.....	\$ 27.97	9.33

 ELEC0596-001 06/01/2003
 BARBOUR, DODDRIDGE, HARRISON, LEWIS, MARION, MONONGALIA,
 PRESTON RANDOLPH, TAYLOR, TUCKER AND UPSHUR COS.

	Rates	Fringes
Cable splicer.....	\$ 28.20	12.47
Electrician.....	\$ 28.73	3%+6.95

 ELEC0596-002 06/01/2003
 DODDRIDGE, LEWIS, MARION, AND UPSHUR COUNTIES

	Rates	Fringes
Line Construction:		
Cable Splicers.....	\$ 25.39	12.39
Groundman & Truck Drivers...	\$ 18.46	12.39
Lineman & Equipment Op.....	\$ 23.08	12.39

 ELEC0968-002 06/01/2003
 JACKSON, PLEASANTS, RITCHIE, TYLER, WIRT AND WOOD COUNTIES

	Rates	Fringes
Line Construction:		
Cable Splicer.....	\$ 27.56	3.5%+13.21
Groundman.....	\$ 20.04	3.5%+13.21
Lineman, Equipment Operator.	\$ 25.05	3.5%+13.21

 ELEC0968-003 06/01/2004
 JACKSON, PLEASANTS, RITCHIE, TYLER, WIRT AND WOOD COUNTIES.

	Rates	Fringes
Electrician.....	\$ 26.19	3%+13.21

 ELEV0006-002 01/01/2004
 BROOKE, HANCOCK, MARION, MARSHALL, OHIO AND WETZEL COUNTIES:

	Rates	Fringes
Elevator Constructor.....	\$ 31.31	10.865+a

Paid Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving day; Christmas Day.

Footnotes:

- a. Employee contributes 8% of basic hourly rate for 5 years or more of service or 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

 ELEV0048-001 01/01/2004
 BRAXTON, CABELL, CALHOUN, DODDRIDGE, GILMER, HARRISON, JACKSON, KANAWHA, LEWIS, MASON, MINERAL, PLEASANTS, PUTNAM, RITCHIE, ROANE, TYLER, PSHUR, WAYNE, WIRT AND WOOD COUNTIES

	Rates	Fringes
Elevator Constructor.....	\$ 30.03	10.055+a

PAID HOLIDAYS: a. New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Christmas Day. Employer contributes 8% of the basic hourly rate for 5 years or more of service or 6% of the basic hourly rate for 6 months to 5 years of service as vacation pay credit.

 ENGI0132-001 06/01/2004
 BRAXTON, BROOKE, CABELL, CALHOUN, DODDRIDGE, GILMER, HANCOCK, HARRISON, JACKSON, KANAWHA, LEWIS, MARION, MARSHALL, MASON, MINERAL, OHIO, PLEASANTS, RITCHIE, ROANE, TYLER, UPSHUR, WAYNE. WETZEL, WIRT AND WOOD COUNTIES POWER EQUIPMENT OPERATORS:

	Rates	Fringes
Power equipment operators:		
GROUP 1A.....	\$ 24.76	13.63
GROUP 1B.....	\$ 23.76	13.63
GROUP 2A.....	\$ 24.51	13.63
GROUP 2B.....	\$ 23.56	13.63
GROUP 3A.....	\$ 26.26	13.63
GROUP 3B.....	\$ 23.26	13.63
GROUP 4B.....	\$ 23.06	13.63
GROUP III.....	\$ 22.66	13.63
GROUP IV.....	\$ 19.15	13.63

GROUP 1A: All cranes, derricks and tower cranes with 250 ft. of boom including mast and jibs or lifting capacity of 150 tons and hoists 30,000 pound line pull or more, cableways.

GROUP 1B: Those operating cranes, derricks, tower cranes and similar equipment with a lifting capacity of 15 tons and over, boom trucks, all shovels, draglines, clamshells, caisson drilling rigs.
 GROUP 2A: Cranes with 180-249 feet of boom including mast and jibs or lifting capacity of 100 tons to 149 tons.
 GROUP 2B: All tow boats or work boats, backhoes 1-1/2 cubic yard and over, end loaders 3 cubic yards and over, gradalls, all other mechanics, side boom cat and concrete mixing plants 3 cubic yards and over, hoist 18,000 pound line pull.
 GROUP 3A: Cranes with 150-179 feet of boom including mast and jibs or lifting capacity of 50 to 99 tons and mechanic with truck and tools with 3/4 inch drive and below.
 GROUP 3B: All cranes, derricks, tower cranes, boom trucks and similar equipment with a lifting capacity of under 15 tons.
 GROUP 4B: Concrete mixing plant under 3 cubic yards, endloaders up to 3 cubic yards, backhoes up to 1-1/2 cubic yards, hoist in excess of 5,000 pound line pull, core drills, two drum hoist, concrete pump, mechanically operated laser screed, self contained hydraulic air drills, directional drill operator, standard gauge locomotive, rubber tired scraper, power grader dozer, tractor and pan, push cat, asphalt and concrete paving equipment operator, compactor with blade.
 GROUP III: Material hoist, single drum, wellpoint system, forklift, trencher, air tugger, concrete batch plant, "A" frame truck, grease truck operator, all tractors.
 GROUP IV: Fireman, deckhand, elevators, ross carrier, air compressor, high compression equipment, load handler, "bobcat" or skid steer loaders, greaser tender, two bag and under concrete mixer, assistant engineer on standard gauge locomotives, locomotive cranes, truck and crawler cranes, brakeman on cranes used for moving rail cars (when equipment is moving cars only), rollers, Barber green loader, mechanic tender, welding machines gasoline powered, light plants, generators, conveyors, mechanical heaters and pump operators, masonry hoist and all farm type tractors.

IRON0301-001 06/01/2003		
	Rates	Fringes
Ironworkers:		
50 miles from the Kanawa county Courthouse to include the counties of Braxton, Randolph (southeast portion of the County to include the townships of Cheat Bridge, Elkwater, Huttonsville, Mingo, Monterville and Valley Head) and Wesbter Counties.....	\$ 25.30	11.61
Kanawha and Putnam Counties.	\$ 23.50	11.61

IRON0549-001 07/01/2003		
BARBOUR (north west third of county to include the Twps. of Philippi); BROOKE; HANCOCK; HARRISON; MARION; MARSHALL; MONONGALIA; OHIO; TAYLOR; TYLER AND WETZEL COUNTIES		
	Rates	Fringes
Ironworker.....	\$ 25.82	12.64

IRON0568-003 05/01/2002		
BARBOUR (Remainder of County), GRANT, MORGAN, PENDLETON, PRESTON, RANDOLPH (Remainder of County) AND TUCKER COUNTIES		
	Rates	Fringes
Ironworker.....	\$ 24.23	7.12

IRON0568-007 05/01/2002		
HAMPSHIRE, HARDY AND MINERAL COUNTIES		
	Rates	Fringes
Ironworker.....	\$ 22.72	7.12

IRON0769-005 06/01/2003		
CABELL AND WAYNE COUNTIES		

	Rates	Fringes
Ironworkers:		
ZONE 1:		
0-10 miles from Union Hall.	\$ 25.67	11.57
ZONE 2:		
10-50 miles from Union Hall	\$ 26.07	11.57
ZONE 3:		
50 miles & over from Union Hall.....	\$ 28.07	11.57

 IRON0787-004 06/01/2003
 CALHOUN, DODDRIDGE, GILMER, JACKSON, LEWIS, MASON, PLEASANTS,
 RITCHIE, ROANE, UPSHUR, WIRT AND WOOD COUNTIES

	Rates	Fringes
Ironworkers:.....	\$ 25.26	11.25

 * LABO0379-003 06/01/2004
 HAMPSHIRE, MARION, MINERAL, MONONGALIA, MORGAN, PRESTON AND
 TAYLOR COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 18.35	6.90
GROUP 2.....	\$ 18.71	6.90
GROUP 3.....	\$ 19.14	6.90

LABORER CLASSIFICATIONS
 GROUP 1: Laborer, Carpenter Tender, Water boy, Fire watch,
 Demolition worker, Landscape laborer, Flagman.
 GROUP 2: Powderman tender, Semi-skilled laborer, Scaffold
 builders, Signal man, Brick mason tenders, Plasterer
 tenders, Cement finishers tenders, Stone mason tenders,
 Lathers tenders, Tile setters tenders, Mortar mixers,
 Jackhammer operators, Vibrator operators, Tamper operators,
 Chipping and peening hammer operators, Air siphon and air
 pump operators, Riprap finishers, Concrete saw operators,
 Concrete technicians, Power saw operators, Chain saw
 operators, Motorized buggy operators, Pipe layers tenders,
 Drill operators tenders sheeters and shorers, Post hole
 digger operators, Asphalt rakers, Lance and/or water
 blaster operators, Blacksmith tenders, Workmen working with
 asbestos, Batch house scale operators, Workmen working with
 acid mortar and acid brick, Workmen working in acid with
 cresote and mastic asphalt, Nozzlemen for gunnite or
 sandblasting, Tool room attendants, Ride or walk roller
 tampers, Toxic & hazardous waste removal laborer, Asbestos
 abatement laborer, Lead-based paint remover, Grade checker,
 Pavement buster operators.
 GROUP 3: Blacksmith, Powderman, Air track operator, Pipe
 layer (including laser beam set-up), Burner.

 * LABO0543-001 06/01/2004
 CABELL, MASON AND WAYNE COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 20.37	8.90
GROUP 2.....	\$ 20.81	8.90
GROUP 3.....	\$ 21.09	8.90

LABORER CLASSIFICATIONS
 GROUP 1: Laborer, Carpenter tender, Flagmen, Water boy,
 Fire watch, Demolition worker, Landscape laborer.
 GROUP 2: Powderman tender, Semi-skilled laborer, Scaffold
 builders, Signal man, Brick mason tenders, Plasterer
 tenders, Cement finishers tenders, Stone mason tenders,
 Lathers tenders, Tile setters tenders, Mortar mixers,
 Jackhammer operators, Vibrator operators, Tamper Operators,
 Chipping and peening hammer operators, Air siphon and air
 pump operators, Riprap finishers, Concrete saw operators,
 Concrete technicians, Power saw operators, Chain saw
 operators, Motorized buggy operators, Pipe layers tenders,
 Drill operators tenders Sheeters and shorers, Post hole
 digger operators, Asphalt rakers, Lance and/or water
 blaster operators, Blacksmith tenders, Workmen working with
 asbestos, Batch house scale operators, Workmen working with
 acid mortar and acid brick, Workmen working in acid with
 cresote and mastic asphalt, Nozzlemen for gunnite or

sandblasting, Tool room attendants, Ride or walk roller tampers, Toxic & Hazardous waste removal laborer, Asbestos abatement laborer, Lead-based paint remover, Grade checker. GROUP 3: Blacksmith, Powderman, Air track operator, Pipe layer (including laser beam set-up), Burner.

 LAB00809-002 07/01/2003
 BROOKE AND HANCOCK COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 21.00	5.45
GROUP 2.....	\$ 21.00	5.45
GROUP 3.....	\$ 21.00	5.45
GROUP 4.....	\$ 20.00	5.45
GROUP 5.....	\$ 21.00	5.45
GROUP 6.....	\$ 20.72	5.45
A.....	\$ 20.00	5.45
B.....	\$ 20.00	5.45
C.....	\$ 21.00	5.45
GROUP 7.....	\$ 20.00	5.45
GROUP 8.....	\$ 21.00	5.45
GROUP 9.....	\$ 21.00	5.45
GROUP 10.....	\$ 21.00	5.45
GROUP 11.....	\$ 21.00	5.45

GROUP 1 - Carpenter Tender; Flagperson; General laborer; Landscaper; Toolroom person; Janitor; Warehousemen; Drinking Water Supplier and Hazardous Waste Level D.
 GROUP 2 - Brick Handler; Tender for Brick Mason, Plasterer, Stonemason & Tile Setter; Mortarman for Mason & Plasterer; Man Mixing Cement for Cement Finisher; Scaffold Builder; Mortar Mixer Machine Operator; Forklifts; Hazardous Waste Level C; Lead Abatement; Fork Trucks; Walk-Behind Concrete Saw; Form Setters; Epoxy Laborers; Paving Brick Laborers; Dry Block; Pre-Cast; Lagging; Decorate Blocks and Sand Stone.

GROUP 3 - Concrete Buster; Jack Hammer; Air Spaces; Chipping Hammer; Air Tamper; Vibrator; Power Buggy; Concrete Saw; Power Saw; Sandblaster; Acetylene Burner; Scuba Diver; Panel Cleaning Machine Operator; Power Driven Tools; Air Pump; Air Blow Pipe; Pipelayer & Tender Working in Ditch or Tunnel; Hand Spikers on Railroads and Laborer Handling Concrete for test or working with Tar; Acid or Creosote; Asbestos 2" and under; Gasoline Pump; Shop Vac (wet or dry); Skid Steers; Hazardous Waste Level B; Fire Hose; High Pressure Water Hose; Super Suckers; Vacuum Truck and Hose Laborers, Core Drillers; Drilling for Anchor Bolts, Dowel Rods and Pins;

GROUP 4 - Laser Beam: \$.35 per Hour above the Laborers classification with which he is or she is working.

GROUP 5 - Work Pertaining to or in connection with & Repair of Stoves, Blast Furnaces, Basic Oxygen Process Furnaces; Steeples & Stacks; Annealing Process Furnaces; Kilns, Soaking Pits, Coke Batteries on Industrial Work; (Employer agrees to pay One Dollar (\$1.00) per hour above prevailing Group 5 rate Laborers working with crafts receiving hot pay, including working conditions granted to other crafts); Hazardous Waste Level A; Ram cutters on Industrial work and anything pertaining to, such as expansion joints etc.

GROUP 6 - Demolition of Stacks:

- A - 50' to 100'
- B - 100' to 150'
- C - Over 150'

Rates apply when servicing or working with other crafts receiving high time or working in areas subject to free fall.

GROUP 7 - Blasterman & Tender; Bellman & Lancer, All Bottom Men in Blast Furnaces, Stacks, Stoves & Dust Catchers; Mud Man & Laborers working with carbon brick and handling Bottom Block on Blast Furnaces, Stacks, Stoves & Dust Catchers

GROUP 8 - Ditches, Trenches, Caissons & Coffers Over 6' deep Open Top

GROUP 9 - Miners including Caissons & Coffers, Horizontal or Underground, Mucking Machine Operator

GROUP 10 - Tunnel laborers, Muckers including caissons and Coffers, Horizontal and Underground.

GROUP 11 - Gunnite Nozzleman & Gunnite Machine Operator - Grout Nozzleman & Grout Machine Operator

Level A:

Protective equipment is required when the area has been determined to contain extremely toxic contaminants or contaminants unknown but may be expected to be extremely toxic and/or immediately dangerous to life and health (IDLH). This ensemble includes a fully encapsulated chemical suit (moon suit), Self-contained Breathing Apparatus (SCBA), or Airline Fed Respirator and various types and numbers of boots and gloves; Cool vest and voice-activated radios are optional equipment sometimes worn, Level A ensembles provide the highest level of protection from contaminants, but places the greatest physicals and mental stress on the worker. The claustrophobic environment of the moon suit causes anxiety in most people, which greatly increases the already inherent heat stress problems. Also this ensemble reduces vision, mobility, dexterity and communication capacity, all of which increases the risk of normal job-related injuries; i.e., slips, falls, caught between, etc.

Level B:

Protective equipment includes a chemically resistant splash suit and a SCBA or Airline Respirator. This ensemble is required when the situation is very hazardous, such as oxygen deficient atmospheres, IDLH atmospheres, or confined space entries, but the risk of skin exposure is not as great as in Level A situation.

The Level B ensemble gives the second highest level of protection, but also puts physical stress on the worker; primarily heat stress, reduced vision, dexterity and mobility directly attributable to wearing of the protective equipment. Therefore, in addition to the hazardous material, the hazard of normal job-related injuries is greatly increased.

Level C:

Protective equipment includes a protective suit and an Air Purifying Respirator (APR) with the appropriate filter canisters. The ensemble is used when the contaminants are reliably known not to be hazardous to the skin and not IDLH (Immediately Dangerous to Life and Health) and correct filter protection is available.

This ensemble offers adequate protection for many jobs. Heat stress may be a problem due to the suit and respiration is more difficult due to the inherent restrictions to breathing in an APR. Also, normal job-related injury risk will be nearly as high as for Level B equipment.

Level D:

Type clothing to be worn only in established "safe zones" may consist of normal work clothes to normal skin protection such as gloves, face shields, goggles, coveralls and occasionally respiratory protection.

LABO0984-001 06/01/2004

BARBOUR, BRAXTON, DODRIDGE, GILMER, GRANT, HARDY, HARRISON, LEWIS, PENDLETON, RANDOLPH, TUCKER, UPSHUR, AND WEBSTER COUNTIES
Rates Fringes

Laborer		
GROUP 1.....	\$ 18.35	6.90
GROUP 2.....	\$ 18.71	6.90
GROUP 3.....	\$ 19.14	6.90

LABORER CLASSIFICATIONS

GROUP 1: Laborer, Carpenter Tender, Water boy, Fire watch, Demolition worker, Landscape laborer, Flagman.

GROUP 2: Powderman tender, Semi-skilled laborer, Scaffold builders, Signal man, Brick mason tenders, Plasterer tenders, Cement finishers tenders, Stone mason tenders, Lathers tenders, Tile setters tenders, Mortar mixers, Jackhammer operators, Vibrator operators, Tamper operators, Chipping and peening hammer operators, Air siphon and air pump operators, Riprap finishers, Concrete saw operators, Concrete technicians, Power saw operators, Chain saw

operators, Motorized buggy operators, Pipe layers tenders, Drill operators tenders sheeters and shorers, Post hole digger operators, Asphalt rakers, Lance and/or water blaster operators, Blacksmith tenders, Workmen working with asbestos, Batch house scale operators, Workmen working with acid mortar and acid brick, Workmen working in acid with cresote and mastic asphalt, Nozzlemen for gunnite or sandblasting, Tool room attendants, Ride or walk roller tampers, Toxic & hazardous waste removal laborer, Asbestos abatement laborer, Lead-based paint remover, Grade checker, Pavement buster operators.

GROUP 3: Blacksmith, Powderman, Air track operator, Pipe layer (including laser beam set-up), Burner.

* LABO1085-001 06/01/2004
CALHOUN, JACKSON, PLEASANTS RITCHIE, TYLER, WIRT AND WOOD
COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1:.....	\$ 19.39	8.21
GROUP 2:.....	\$ 19.69	8.21
GROUP 3:.....	\$ 20.04	8.21

LABORER CLASSIFICATIONS

GROUP 1: Laborer, Carpenter Tender, Flagmen, Water Boy, Fire watch, Demolition worker, Landscape laborer.
GROUP 2: Powderman tender, Semi-skilled laborer, Scaffold builders, Signal man, Brick mason tenders, Plasterer tenders, Cement finishers tenders, Stone mason tenders, Lathers tenders, Tile setters tenders, Mortar mixers, Jackhammer operators, Vibrator operators, Tamper operators, Chipping and peening, Hammer operators, Air siphon and air pump operators, Riprap finishers, Concrete saw operators, Concrete technicians, Power saw operators, Chain saw operators, Motorized Buggy operators, Pipe layers tenders, Drill operators tenders sheeters and shorers, Post hole digger operators, Asphalt rakers, Lance and/or water blaster operators, Blacksmith tenders, Workmen working with asbestos, Batch house scale operators, Workmen working with acid mortar and acid brick, Workmen working in acid with cresote and mastic asphalt, Nozzlemen for gunnite or sandblasting, Tool room attendants, Ride or walk roller tampers, Toxic & hazardous waste removal laborer, Asbestos abatement laborer, Lead-based paint remover.
GROUP 3: Blacksmith, Powderman, Air track operator, Pipe layer (including laser beam set-up), Burner.

* LABO1149-001 07/01/2003
MARSHALL, OHIO AND WETZEL COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1:.....	\$ 17.02	8.65
GROUP 2:.....	\$ 17.32	8.65
GROUP 3:.....	\$ 17.67	8.65

LABORER CLASSIFICATION

GROUP 1: Laborers, Carpenter tender, Flagmen, Water boy, Demolition worker, Deep ditch, Tool room attendants, Fire watch and Landscape laborer.
GROUP 2: Powderman tender, Semi-skilled laborer, Scaffold builders grade checker, Signal man, Brick masons tenders, Plasterers tenders, Cement masons tenders, Stone masons tenders, Lathers tenders, Tile setters tenders, Mortar mixers, Jackhammer operators, Vibrater operators, Pavement buster operators, Chipping and peening hammer operators, Air siphon and air pump operators, Riprap finishers, Concrete saw operators, Concrete technicians, Power saw operators, Chain saw operators, Motorized buggy operators, Pipe layers tenders, Drill operators tenders, Sheeters and shorers, Post hole diggers operators, Asphalt rakers, Lance and/or water blaster operators, Blacksmith tenders, Batch house scale operators, Workmen working with acid mortar, Mastic asphalt and acid brick, Workmen working in acid and with cresote, Nozzlemen for gunnite or sandblasting, Demolition worker, Ride or walk roller tampers, Deep ditch vertical 6 ft. or more, Scaffolding work over 50 ft.

(inside or out), Asbestos abatement laborer, Deep ditch, Toxic & hazardous waste removal laborer, Lead-based paint removal laborer.

GROUP 3: Blacksmith, Powderman, Air track operator, Pipe layer (including laser beam set-up), Burner.

 * LAB01353-001 06/01/2004

KANAWHA, PUTNAM AND ROANE COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 19.43	8.90
GROUP 2.....	\$ 20.05	8.90
GROUP 3.....	\$ 20.89	8.90
GROUP 1: Laborer; Carpenter Tender; Water Boy; Demolition Worker; Fire Watch; Landscape Laborer; Flagmen.		
GROUP 2: Powderman Tender; Semi-Skilled Laborer; Scaffold Builder; Grade Checker; Signal Man; Brick Masons Tenders; Plasterer Tenders; Cement Finisher Tender; Stone Masons Tenders; Lathers Tenders; Tile Setters Tenders; Mortar Mixers; Jackhammer; Vibrator; Tamper; Pavement Buster; Chipping & Peening Hammer; Air Siphon & Air Pump; Riprap Finisher; Concrete Saw; Concrete Technician; Power Saw; Chain Saw; Motorized Buggy; Pipelayers Tender; Drill Op. Tender; Sheeters & Shorers; Post Hole Digger; Asphalt Raker; Lance and/or Water Blaster; Blachsmith Tender; Batch House Scale; Workmen working with Acid Mortar; Acid Brick; Acid or Mastic Asphalt; Workmen working with Creosote; Nozzlemen for Gunnite or Sandblasting; Tool Room Attendants; Ride or Walk Roller Tampers; Lather Tender; Tile Setters Tenders; Asbestos Removal Worker; Hazardous Waste Worker.		
GROUP 3: Blacksmith; Powdermen; Air Track; Pipe Layer (including Laser Beam Set-Up); Burner.		

 * MARB0005-001 06/01/1997

CABELL, MASON (THAT PORTION SOUTH OF THE KANAWHA RIVER), AND WAYNE COUNTIES

	Rates	Fringes
Marble, terrazzo and tile finisher.....	\$ 17.93	6.65

 * PAIN0091-001 06/01/2003

BROOKE (SOUTH OF BUFFALO CREEK), MARSHALL, OHIO AND WETZEL COS.

	Rates	Fringes
Painters:		
Brush, Roller, Paper hanger, Sand/Spray, and Waterblast.....	\$ 20.39	7.15
Perfataping (Including Automatic Perfataping Tools)	\$ 21.05	7.15
Anything over 40 ft., \$.75 above the basic rate of pay.		

 * PAIN0438-003 06/01/2003

BROOKE (NORTH OF BUFFALO CREEK), HANCOCK COUNTIES

	Rates	Fringes
Painters:		
Group 1:.....	\$ 20.39	7.15
Group 2:.....	\$ 21.05	7.15
PAINTER CLASSIFICATIONS		
Group 1 - Brush, Roll, Spray & Drywall Taping		
Group 2 - Brush, Roll & Spray Special Coatings (Anything thinned by alcohol, hot or experimental thinners, coal tar epoxies & any experimental paints); Waterblast; Sandblast, Power Tools, Vinyl hanging, Bazooga & Banjo Tools for taping		

 * PAIN0751-002 09/01/1999

BROOKE, DODDRIDGE, HANCOCK, HARRISON, MARION, MARSHALL, OHIO, AND WETZEL COUNTIES.

	Rates	Fringes
Glazier.....	\$ 14.49	6.52

 * PAIN0804-001 11/01/2003

BARBOUR, DODDRIDGE, GILMER, HARRISON, LEWIS, MARION, MONONGALIA, PRESTON, RANDOLPH, TAYLOR, TUCKER, UPSHUR AND

WEBSTER COS.

	Rates	Fringes
Painters:		
COMMERCIAL & NEW CONSTRUCTION: (NEW CONSTRUCTION WORK SHALL BE CLASSIFIED AS ALL WORK REQUIRED TO TIE NEW ADDITIONS TO EXISTING STRUCTURES).....\$ 28.73		
Banjo (Does not Include wipe down man).....\$ 24.52		3.17
Bazooka & Box Tools (Includes wipe down man)...\$ 24.77		3.17
Brush & Roller (over 50 ft.).....\$ 25.23		3.17
Brush & Roller Utilizing materials (Emitting Toxic Vapors).....\$ 24.73		3.17
Brush & Roller Utilizing materials (Emitting Toxic Vapors over 50 ft.).....\$ 26.23		3.17
Brush & Roller.....\$ 23.73		3.17
Drywall Finishing (Including wipe down man)..\$ 24.02		3.17
Paper Hanging.....\$ 23.98		3.17
Pot Man for Sandblasters...\$ 24.23		3.17
Pot Man for Spray Painters.\$ 24.23		3.17
Power Rollers & Power Tools\$ 25.40		3.17
Sandblasters (over 50 ft.)\$ 26.73		3.17
Sandblasters.....\$ 25.23		3.17
Spray Painters (over 50 ft.).....\$ 26.73		3.17
Spray Painters Utilizing materials (Emitting Toxic Vapors over 50 ft.).....\$ 27.73		3.17
Spray Painters Utilizing materials (Emitting Toxic Vapors).....\$ 26.23		3.17
Spray Painters.....\$ 25.23		3.17
Vinyl Hanging.....\$ 23.98		3.17
Water Blasters over 50 ft..\$ 26.40		3.17
Water Blasters.....\$ 25.40		3.17
COMMERCIAL & NEW CONSTRUCTION: (NEW CONSTRUCTION WORK SHALL BE CLASSIFIED AS ALL WORK REQUIRED TO TIE NEW ADDITIONS TO EXISTING STRUCTURES).....\$ 24.98		
Repaint:.....\$ 21.97		3.17
Office Buildings, Schools, Churches.....\$ 20.97		3.17

 * PAIN0813-001 06/01/2003
 CABELL, MASON AND WAYNE COUNTIES

	Rates	Fringes
Painters:		
Brush and Roller.....\$ 20.95		8.25
Drywall Finishing and Texuring.....\$ 22.39		8.25
Machine Toolstand and Stilts\$ 22.93		8.25
Spray and Sandblast.....\$ 22.39		8.25
Wall Covering and Vinyl.....\$ 21.54		8.25

 * PAIN0947-002 06/01/2004
 GRANT, HAMPSHIRE, HARDY, MINERAL, MORGAN AND PENDLETON COUNTIES

	Rates	Fringes
Drywall Work.....\$ 17.00		2.75
Painters: (Brush, rollers, hanging, wallpaper, seamless floor installation, spray, snadblasting & use of flame burning & power tools).....\$ 18.00		
		3.10

 * PAIN0963-001 06/16/2002
 GRANT, HAMPSHIRE, HARDY, MINERAL, MORGAN COUNTY

	Rates	Fringes
Glazier.....	\$ 21.06	6.09

* PAIN0970-001 06/01/2004
 BRAXTON, CALHOUN, KANAWHA AND PUTNAM COUNTIES

	Rates	Fringes
Painters: (Brush Painting, A/Compressor Op., Roller Painting, DryWall Pointers & Tapers, Dipping & Mitten Work, Sprayer Machine Op., Taping Machines, Mud Mixer, Pole Sander, Tape and Spackling Teams, All Synthetic Interior & Exterior Work, Sandblaster, Water Blaster, Steam Jenny Nozzle Op., Swinging Scaffold and Boat Swing Chair, Window Jack Work, Vinyl & Paper Hangers:) All new commercial projects; Commercial repaint or renovation projects where the total construction cost on the project (all trades combined) exceeds \$500,000 in construction cost; all work on waste and water treatment facilities.....	\$ 22.00	9.15
Commercial repaint and renovation projects where the total cost of all construction work on the project is \$500,000 or less.	\$ 17.50	9.15
Work at manufacturing plants and power plants.....	\$ 23.27	9.15

* PAIN1144-001 08/01/2003
 PLEASANTS, RITCHIE, TYLER, WIRT AND WOOD COUNTIES

	Rates	Fringes
Glazier.....	\$ 21.13	2.80

* PAIN1144-002 06/01/2001
 JACKSON, PLEASANTS, RITCHIE, ROANE, TYLER, WIRT AND WOOD COS.

	Rates	Fringes
Painters: Brush/roller commercial repaint.....	\$ 16.94	4.92
Brush/roller, new construction and industrial, open structural steel, stacks, vent pipes, flag poles, electrical, radio and tv towers, tanks and maintenance repaint: Over 30 ft.....	\$ 24.66	6.72
Under 30 ft.....	\$ 22.94	6.72
Drywall, pointers & tapers..	\$ 23.26	6.72
Operating mechanical taping machines (men working behind the machine will receive the same rate).	\$ 24.26	6.72
Paper & vinyl hangers.....	\$ 22.94	6.72
Sign painter.....	\$ 23.19	6.72
Spray, sand & water blast & pot man, new construction and industrial, hydrojet, glove work, commercial repaint, open structural		

chemical plants, glass plants and manufacturing facilities.....	\$ 26.46	14.32
All other work.....	\$ 23.70	14.05

 * PLUM0152-003 06/01/2002
 BRAXTON, GILMER, RANDOLPH AND TUCKER COUNTIES

	Rates	Fringes
Plumbers and Pipefitters Work at power plants, chemical plants, glass plants and manufacturing facilities.....	\$ 26.71	14.54
All other work.....	\$ 23.95	14.07

 * PLUM0152-004 06/01/2004
 GRANT, HAMPSHIRE, HARDY, MINERAL AND PENDLETON COUNTIES

	Rates	Fringes
Plumbers and Pipefitters Work at power plants, chemical plants, glass plants and manufacturing facilities.....	\$ 29.11	15.67
All other work.....	\$ 23.48	13.42

 * PLUM0490-001 06/01/1998
 BROOKE (North of Buffalo Creek), AND HANCOCK COUNTIES

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 26.15	12.25

 * PLUM0521-002 06/01/2000
 CABELL, MASON AND WAYNE COUNTIES

	Rates	Fringes
Plumbers and Pipefitters		
ZONE 1 - 0 to 8 miles.....	\$ 24.63	8.30
ZONE 2 - 8 to 15 miles.....	\$ 24.83	8.30
ZONE 3 - 15 to 25 miles.....	\$ 25.03	8.30
ZONE 4 - Over 25 miles.....	\$ 25.28	8.30
All distances to be measured from the Cabell County Courthouse in Huntington, West Virginia		

 * PLUM0565-001 07/01/2003
 CALHOUN, JACKSON, PLEASANTS, RITCHIE, TYLER, WIRT AND WOOD COS.

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 27.17	10.89

 * PLUM0625-001 06/01/2004
 KANAWHA, PUTNAM, ROANE AND WEBSTER COUNTIES

	Rates	Fringes
Plumber, Pipefitter, Steamfitter Work at plants that are in the process of manufacturing a product....	\$ 25.50	11.38
All other work.....	\$ 24.95	11.38

 * ROOF0034-002 05/01/2000
 GRANT, HAMPSHIRE, HARDY, MINERAL, AND MORGAN COUNTIES

	Rates	Fringes
Roofers:		
Composition Mopmen.....	\$ 16.25	5.05
Composition Roofer.....	\$ 16.00	5.05
Pitch Tear Off or Put On....	\$ 16.50	5.05
Slaters.....	\$ 16.15	5.05

 * ROOF0185-004 06/01/2002
 CABELL, KANAWHA, MASON, PUTNAM AND WAYNE COS.

	Rates	Fringes
Roofers:.....	\$ 23.25	5.98

 * ROOF0188-002 07/01/2003
 BROOKE, HANCOCK, MARSHALL AND OHIO COUNTIES

	Rates	Fringes
Roofers:		

Caol Tar Pitch & Waterproofing.....	\$ 23.02	7.40
Coal tar pitch & waterproofing.....	\$ 23.02	7.39
Roofers.....	\$ 22.77	7.39

* ROOF0242-002 06/01/2003		
BARBOUR, BRAXTON, CALHOUN, DODDRIDGE, GILMER, HARRISON, JACKSON, LEWIS, MARION, MONONGALIA, PENDLETON, PLEASANTS, PRESTON, RANDOLPH, RITCHIE, ROANE, TAYLOR, TUCKER, TYLER, UPSHUR, WETZEL, WIRT AND WOOD COUNTIES		
	Rates	Fringes
Roofer.....	\$ 21.39	7.19

* SFVV0669-001 04/01/2004		
BRAXTON, BROOKE, CABELL, CALHOUN, DODDRIDGE, GILMER, HANCOCK, HARRISON, JACKSON, KANAWHA, LEWIS, MARION, MARSHALL, MASON, MINERAL, OHIO, PLEASANTS, PUTNAM, RITCHIE, ROANE, TYLER, UPSHUR, WAYNE, WETZEL, WIRT AND WOOD COUNTIES		
	Rates	Fringes
Sprinkler Fitter.....	\$ 30.20	7.65

* SHEE0024-010 06/01/2001		
CABELL AND WAYNE COUNTIES		
	Rates	Fringes
Sheet metal worker.....	\$ 22.87	10.70

* SHEE0033-015 06/01/2004		
KANAWHA, MASON AND PUTNAM COUNTIES		
	Rates	Fringes
Sheet Metal Worker.....	\$ 22.74	12.86

* SHEE0033-017 06/01/2004		
BROOKE, HANCOCK, MARSHALL AND OHIO COUNTIES		
	Rates	Fringes
Sheet Metal Worker.....	\$ 22.91	12.36

* SHEE0033-020 06/01/2004		
BRAXTON, CALHOUN, DODDRIDGE, GILMER, HARRISON, JACKSON, LEWIS, MARION, PLEASANTS, RITCHIE, ROANE, TYLER, UPSHUR, WETZEL, WIRT AND WOOD COUNTIES		
	Rates	Fringes
Sheet Metal Worker (North Central District).....	\$ 23.71	13.32
Sheet metal worker (Parkersburgh District).....	\$ 24.11	12.76

* SHEE0100-008 05/01/2001		
MINERAL COUNTY		
	Rates	Fringes
Sheet Metal Worker.....	\$ 21.77	7.79

* TEAM0175-002 06/01/2004		
CALHOUN, GILMER, JACKSON, PLEASANTS, RITCHIE, ROANE, TYLER, WIRT AND WOOD COUNTIES		
	Rates	Fringes
Truck drivers:		
GROUP 1:.....	\$ 21.20	a+b
GROUP 2:.....	\$ 21.26	a+b
GROUP 3:.....	\$ 21.36	a+b
GROUP 4:.....	\$ 21.59	a+b
GROUP 5:.....	\$ 20.87	a+b
GROUP 6:.....	\$ 20.98	a+b
GROUP 7:.....	\$ 21.14	a+b
TRUCK DRIVER CLASSIFICATION		
GROUP 1: Yardmen, Pick-ups, Station wagons, Panel trucks, Flatbed Material Truck (Straight Job, Greasers, Washers, Tiremen, and Dump Truck (up to 5 cubic yards).		
GROUP 2: Tank truck (straight)		
GROUP 3: Dump truck (5 cu. yds. & over), Semi-dump trucks, Semi-trailer (whether flat, rack or pole and hauled or pushed by truck or tractor), Agitators or mixed trucks (up to 5 cu. yds.), and Tank trucks (semi).		
GROUP 4: Low-boy trailers, Winch trucks, Fork trucks,		

Distributor trucks (front & back end), Truck crane, and Monrail Truck.
 GROUP 5: Agitator or Mixer Truck (5 cubic yards and over)
 GROUP 6: Euclids, Dumpsters, Turnarockers, Ross carriers, Athey wagons or similar equipment, A-frame, Hydrolift, Dual purpose trucks.
 GROUP 7: Mechanics

FOOTNOTES:

- a. EMPLOYER CONTRIBUTES \$652.00 PER MONTH PER EMPLOYEE EMPLOYED 30 DAYS OR MORE.
- b. EMPLOYER CONTRIBUTES \$420.12 PER MONTH PER EMPLOYEE EMPLOYED 30 DAYS OR MORE.

 * TEAM0428-001 07/01/1989
 BROOKE AND HANCOCK COUNTIES

	Rates	Fringes
Truck drivers:		
GROUP 1:.....	\$ 16.20	a
GROUP 2:.....	\$ 16.21	a
GROUP 3:.....	\$ 16.25	a
GROUP 4:.....	\$ 16.28	a
GROUP 5:.....	\$ 16.83	a
GROUP 6:.....	\$ 16.93	a
GROUP 7:.....	\$ 17.05	a
ALL OTHER WORK:		
GROUP 1:.....	\$ 14.58	a
GROUP 2:.....	\$ 14.59	a
GROUP 3:.....	\$ 14.63	a
GROUP 4:.....	\$ 14.65	a
GROUP 5:.....	\$ 15.15	a
GROUP 6:.....	\$ 15.24	a
GROUP 7:.....	\$ 15.35	a

TRUCK DRIVER CLASSIFICATION

- GROUP 1: Yardmen
- GROUP 2: Euclids, Dumpsters, Turnarockers, Ross carrier, Athey wagons
- GROUP 3: Flatboy material trucks, Dump trucks, Semi-dump trucks
- GROUP 4: Tank trucks (straight & semi)
- GROUP 5: Lowboy trailers, Winch trucks, A-frames, Fork trucks, Truck crane, Distributor Trucks (front back end)
- GROUP 6: Mechanic
- GROUP 7: Semi trailers and tractor trailers

FOOTNOTE:

- a. EMPLOYER CONTRIBUTES \$65.00 PER WEEK PER EMPLOYEE

 * TEAM0505-003 06/01/2003
 CABELL, MASON AND WAYNE COUNTIES

	Rates	Fringes
Truck drivers:		
GROUP 1:.....	\$ 23.95	10.35
GROUP 2:.....	\$ 23.95	10.35
GROUP 3:.....	\$ 25.43	10.35
GROUP 4:.....	\$ 24.53	10.35
GROUP 5:.....	\$ 24.91	10.35
GROUP 6:.....	\$ 25.26	10.35
GROUP 7:.....	\$ 24.42	9.81

TRUCK DRIVER CLASSIFICATION

- GROUP 1: Warehousemen, yardmen, pick-ups, station wagons, panel trucks, flatbody material trucks (straight job), greasers, washers, tiremen, gas pump attendants, dump trucks (up to 5 cu. yds.), truck tenders.
- GROUP 2: Tank truck (straight), dump trucks (5 cu. yds & over), agitator or mixer trucks (up to 5 cu. yds.), and flat bed tandems.
- GROUP 3: Winch trucks, fork trucks, distributor trucks (front and back end), truck crane, mono-rail truck.
- GROUP 4: Material checker & receiver, mechanics tender.
- GROUP 5: Agitator or mixer truck (5 cu. yds. & over).
- GROUP 6: Mechanic, tri-axle dump trucks, hydraulic lift tail gate truck and farm type tractors, end dumpsters, turnarockers, ross carriers, athey wagon, semi-dump, semi-trailer, semi-tank and lowboy trailers
- GROUP 7: Mechanics master (3 or more) employed

* TEAM0697-002 09/01/2000

MARSHALL, OHIO AND WETZEL COUNTIES

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 18.75	a+b
GROUP 2.....	\$ 18.80	a+b
GROUP 3.....	\$ 18.85	a+b
GROUP 4.....	\$ 19.38	a+b
GROUP 5.....	\$ 18.83	a+b
GROUP 6.....	\$ 19.03	a+b
GROUP 7.....	\$ 19.11	a+b
GROUP 8.....	\$ 18.95	a+b
GROUP 9.....	\$ 19.08	a+b
GROUP 10.....	\$ 18.76	a+b
GROUP 11.....	\$ 18.76	a+b
GROUP 12.....	\$ 19.48	a+b
GROUP 13.....	\$ 19.45	a+b

TRUCK DRIVERS CLASSIFICATIONS

- GROUP 1: Pick-Up trucks, Warehousemen, Yardmen and Part Chaser
- GROUP 2: Flat bed material trucks, Dump trucks, Semi-dump trucks
- GROUP 3: Semi-tractor trailers
- GROUP 4: Lowboy trailers, Winch, Fork & Distributor trucks (front & back end) & Truck Cranes
- GROUP 5: Tank truck (straight & semi)
- GROUP 6: Agitator & mixer truck (up to 5 cu. yds.)
- GROUP 7: Agitator & mixer truck (over 5 cu. yds.)
- GROUP 8: Pole trailer
- GROUP 9: Euclids, Dumpsters, Turna rockers, Ross Carriers & Athry Wagons
- Group 10: Material Checkers & Receivers
- Group 11: Greasers, Washers, Tiremen, Gas Pump Attendants, Mechanic Tender
- GROUP 12: Mechanics
- GROUP 13: A-Frame

FOOTNOTES:

- a. EMPLOYER CONTRIBUTES \$166.00 PER WEEK PER EMPLOYEE.
- b. EMPLOYER CONTRIBUTES \$85.00 PER WEEK PER EMPLOYEE.

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

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

Branch of Construction Wage Determinations

Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

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

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

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

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

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

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

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END OF GENERAL DECISION