

REQUEST FOR QUOTATIONS <i>(THIS IS NOT AN ORDER)</i>		THIS RFQ <input type="checkbox"/> IS <input checked="" type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE			PAGE OF PAGES 1 62	
1. REQUEST NO. DACW37-02-Q-0030	2. DATE ISSUED 09-Sep-2002	3. REQUISITION/PURCHASE REQUEST NO. W81G67-2084-5123	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1		RATING N/A	
5a. ISSUED BY CONTRACTING DIVISION USACE - ST PAUL 190 5TH STREET E ST PAUL MN 55101-1638			6. DELIVER BY <i>(Date)</i> SEE SCHEDULE			
			7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER <i>(See Schedule)</i>			
5b. FOR INFORMATION CALL: <i>(Name and Telephone no.) (No collect calls)</i> KEVIN P HENRICKS 651-290-5415						
8. TO: NAME AND ADDRESS, INCLUDING ZIP CODE			9. DESTINATION <i>(Consignee and address, including ZIP Code)</i> MISS HEADWATERS PROJ USACE - HEADWATERS OFFICE 34385 WEST HWY GRAND RAPIDS MN 55744 TEL: FAX:			
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS: <i>(Date)</i> 13-Sep-2002						
IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.						
11. SCHEDULE <i>(Include applicable Federal, State, and local taxes)</i>						
ITEM NO. (a)	SUPPLIES/ SERVICES (b)		QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
SEE SCHEDULE						
12. DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS %	b. 20 CALENDAR DAYS %	c. 30 CALENDAR DAYS %	d. CALENDAR DAYS No. %	
NOTE: Additional provisions and representations <input type="checkbox"/> are <input type="checkbox"/> are not attached.						
13. NAME AND ADDRESS OF QUOTER <i>(Street, City, County, State, and ZIP Code)</i>			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
			16. NAME AND TITLE OF SIGNER <i>(Type or print)</i>		TELEPHONE NO. <i>(Include area code)</i>	

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	REPLACE THE ROOF ON THE GULL LAKE COMFORT STATION IN ACCORDANCE WITH SPECIFICATIONS AND WAGE DETERMINATION. PURCHASE REQUEST NUMBER: W81G67-2084-5123	1	Lump Sum	_____.	_____.

WAGE RATES

General Decision Number **MN020008**

Superseded General Decision No. MN010008

State: Minnesota

Construction Type:

BUILDING

County(ies):

AITKIN	KITTSO	POLK
BECKER	LAKE OF THE WOODS	RED LAKE
BELTRAMI	LE SUEUR	RICE
CASS	MAHNOMEN	ROSEAU
CHISAGO	MARSHALL	SIBLEY
CLAY	MCLEOD	STEELE
CLEARWATER	MILLE LACS	WABASHA
CROW WING	MORRISON	WADENA
DODGE	NICOLLET	WASECA
GOODHUE	NORMAN	WINONA
HUBBARD	PENNINGTON	WRIGHT
ISANTI	PINE	

BUILDING CONSTRUCTION PROJECTS (Does not include Treatment Plant or single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	03/01/2002
1	05/03/2002
2	05/17/2002
3	06/14/2002
4	08/16/2002

COUNTY(ies):

AITKIN	KITTSO	POLK
BECKER	LAKE OF THE WOODS	RED LAKE
BELTRAMI	LE SUEUR	RICE
CASS	MAHNOMEN	ROSEAU
CHISAGO	MARSHALL	SIBLEY
CLAY	MCLEOD	STEELE
CLEARWATER	MILLE LACS	WABASHA
CROW WING	MORRISON	WADENA
DODGE	NICOLLET	WASECA
GOODHUE	NORMAN	WINONA
HUBBARD	PENNINGTON	WRIGHT
ISANTI	PINE	

* ASBE0034B 06/01/2002

	Rates	Fringes
CHISAGO, DODGE, GOODHUE, ISANTI, LE SUEUR, MC LEOD, MILLE LACS, MORRISON, NICOLLET, RICE, SIBLEY, STEELE, WABASHA, WASECA, WINONA AND WRIGHT COUNTIES INSULATOR/ASBESTOS WORKERS (Includes application of all insulating materials, protective coverings, coatings & finishings to all types of mechanical systems)	29.59	12.34

* ASBE0049A 06/01/2002

	Rates	Fringes
AITKIN, BELTRAMI, CASS, CLEARWATER, CROW WING, HUBBARD, LAKE OF THE WOODS, PINE, ROSEAU & WADENA COUNTIES: ASBESTOS WORKERS/INSULATORS (Includes application of all insulating materials, protective coverings, coatings & finishings to all types of mechanical systems)	28.33	8.93

* ASBE0133A	07/01/2002	
	Rates	Fringes
BECKER, CLAY, KITTSON, MAHNOMEN, MARSHALL, NORMAN, PENNINGTON, POLK & RED LAKE COUNTIES		
ASBESTOS WORKERS/INSULATORS (Includes application of all insulating materials, protective coverings, coatings & finishings to all types of mechanical systems)		
	22.43	7.60

ASBE0205C	05/01/1998	
	Rates	Fringes
AITKIN, BELTRAMI, CASS, CLEARWATER, CROW WING, HUBBARD, LAKE OF THE WOODS, PINE, ROSEAU, AND WADENA COUNTIES		
HAZARDOUS MATERIAL HANDLERS (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging & disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems)		
	18.21	3.30

ASBE0205Q	01/01/2002	
	Rates	Fringes
CHISAGO, DODGE, GOODHUE, ISANTI, LE SUEUR, MC LEOD, MILLE LACS, MORRISON, NICOLLET, RICE, SIBLEY, STEELE, WABASHA, WASECA, WINONA AND WRIGHT COUNTIES		
ASBESTOS REMOVAL WORKER/ HAZARDOUS MATERIAL HANDLER		
Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging & disposing of all insulation materials from mechanical systems whether they contain asbestos or not		
	23.06	5.25

BOIL0647A	10/01/1999	
	Rates	Fringes
BOILERMAKERS		
	23.35	9.71

BRMN0001B	05/01/2002	
	Rates	Fringes
CHISAGO, ISANTI, MILLE LACS (South of an East-West extension of the northern border of Isanti County) & WRIGHT COUNTIES		
BRICKLAYERS & STONEMASONS		
	28.64	8.80

BRMN0001F	05/01/2002	
	Rates	Fringes
LE SUEUR, NICOLLET & SIBLEY COUNTIES: BRICKLAYERS; BLOCKLAYERS; CAULKERS; CLEANERS; POINTERS & STONEMASONS		
	27.18	8.80

BRMN0001H	05/01/2002	
	Rates	Fringes
MARBLE SETTERS		
	28.64	8.80

BRMN0001K	05/01/2002	
	Rates	Fringes
MCLEOD COUNTY BRICKLAYERS; BLOCKLAYERS & STONEMASONS		
	23.22	3.59

BRMN0001R	05/01/2002	
	Rates	Fringes
ALL COUNTIES, Except AITKIN (E. Half), DODGE & WABASHA (Cities of Plainview & Elgin south of a line east & west on Hwy #247):		

TILE SETTERS	27.29	9.65

BRMN0001V 05/01/2002		
	Rates	Fringes
BLUE EARTH, FARIBAULT, FREEBORN, AND MOWER COUNTIES		
TILE FINISHERS	23.90	7.55

BRMN0003A 05/01/2002		
	Rates	Fringes
AITKIN (Eastern half, on a line with the northeast boundary line of Mille Lacs County) & PINE COUNTIES:		
BRICKLAYERS	26.88	9.46

* BRMN0003H 05/01/2002		
	Rates	Fringes
AITKIN COUNTY (Eastern half on a line with the northeast boundary of Mille Lacs County)		
TILE LAYERS	21.96	9.00

BRMN0007A 05/01/2002		
	Rates	Fringes
WINONA COUNTY		
BRICKLAYERS; BLOCKLAYERS; CAULKERS;		
CLEANERS; POINTERS; & STONEMASONS	27.27	9.13

BRMN0008A 09/01/1998		
	Rates	Fringes
DODGE & WABASHA (Plainview & Elgin and that part south of a line running east & west of Hwy #247) COUNTIES:		
BRICKLAYERS; CAULKERS; CLEANERS;		
POINTERS; & STONEMASONS	22.08	3.80

BRMN0008D 10/01/1998		
	Rates	Fringes
DODGE & WABASHA (Cities of Plainview & Elgin south of a line east & west on Hwy #247) COUNTIES:		
TILE SETTERS	19.70	

BRMN0010A 05/01/2002		
	Rates	Fringes
GOODHUE (West part at a line due north and south from the east city limits of Wanamingo), RICE & STEELE (North part at a line due east and west of the town of Pratt) COUNTIES:		
BRICKLAYERS; BLOCKLAYERS; CAULKERS;		
CLEANERS; POINTERS & STONEMASONS	28.33	9.13

BRMN0010C 05/01/1998		
	Rates	Fringes
RICE & STEELE (North part at a line due east and west of the town of Pratt) COUNTIES:		
CEMENT MASONS	24.79	4.40

* BRMN0012A 05/01/2002		
	Rates	Fringes
KITTSOON, MAHNOMEN, MARSHALL, NORMAN, PENNINGTON, POLK, RED LAKE & ROSEAU COUNTIES:		
BRICKLAYERS	25.82	9.05

BRMN0013A 09/04/2000		
	Rates	Fringes

MORRISON COUNTY:

BRICKLAYERS	25.03	6.17
CEMENT MASONS	24.63	6.17

 BRMN0015A 05/01/2002

	Rates	Fringes
AITKIN (Western half), BECKER, BELTRAMI, CASS, CLAY, CLEARWATER, CROW WING, HUBBARD, LAKE OF THE WOODS, MILLE LACS (North of an east-west extension of the northern border of Isanti County) & WADENA COUNTIES:		
BRICKLAYERS	25.82	9.05

 BRMN0015C 09/04/2000

	Rates	Fringes
BECKER, BELTRAMI, CASS, CLAY, CROW WING, HUBBARD & WADENA COUNTIES:		
CEMENT MASONS	24.63	6.17

 BRMN0017A 05/01/2002

	Rates	Fringes
GOODHUE (Eastern half at a line running north & south of the east city limits of Wanamingo) & WABASHA (North of a line running east & west of Hwy #247 & north of the city limits of Plainview) COUNTIES		
BRICKLAYERS; CAULKERS; CLEANERS; POINTERS & STONEMASONS		
	28.33	9.13

 * BRMN0017B 05/01/2002

	Rates	Fringes
GOODHUE & WABASHA COUNTIES		
CEMENT MASONS	28.08	9.13

 BRMN0021B 05/01/2002

	Rates	Fringes
STEELE (South part lying south of a line due east & west of Pratt) & WASECA COUNTIES:		
BRICKLAYERS; CAULKERS; CLEANERS; POINTERS & STONEMASONS		
	27.08	9.13

 * BRMN1000H 05/01/2002

	Rates	Fringes
TERRAZZO MECHANICS	26.91	10.10
TERRAZZO BASE MACHINES	27.79	8.70
TERRAZZO FINISHERS	27.46	8.70

 CARP0190B 05/01/1997

	Rates	Fringes
AITKIN (Southern half), BECKER (Except part north of a line drawn diagonally from the Becker-Clearwater County line to the center of the eastern county line of Becker), CASS (Southern third), CHISAGO, CLAY, CROW WING (Except northern fifth), GOODHUE (Excluding part south of a line drawn diagonally from the Goodhue-Dodge-Steele-Rice County line to the Goodhue-Wabasha County line), HUBBARD (SW tip, excluding Park Rapids), ISANTI, LE SUEUR, MCLEOD, MILLE LACS, MORRISON, NICOLLET, PINE (South of St. Hwy #23 & St. Hwy #48), RICE, SIBLEY, STEELE (Extreme NW tip), WABASHA (Northern extreme tip), WADENA (Except extreme NE tip), WASECA (Northern part, excluding city of Waseca) & WRIGHT COUNTIES:		
LATHERS	22.45	7.04

Becida, Guthrie, Lake George, Laporte, Nary & Rosby), KITTSOON,
 MAHNOMEN, MARSHALL, NORMAN, PENNINGTON, POLK, RED LAKE & ROSEAU
 COUNTIES:
 SOFT FLOOR LAYERS 12.80 4.10

CARP0606H 05/01/2000

	Rates	Fringes
BELTRAMI, CLEARWATER, HUBBARD (Northern part, including cities of Becida, Guthrie, Lake George, Laporte, Nary & Rosby), KITTSOON, MAHNOMEN, MARSHALL, NORMAN, PENNINGTON, POLK (Excluding East Grand Forks and an area 5 miles outside city limits), RED LAKE & ROSEAU COUNTIES:		
CARPENTERS & PILEDRIVERMEN	15.53	6.87

CARP0930B 05/01/1998

	Rates	Fringes
AITKIN (Southern three-fourths) & CROW WING COUNTIES: CARPENTERS	14.73	4.70
BECKER, CASS (Except Northern portions), HUBBARD (Except cities of Becida, Guthrie, Lake George, Laporte, Nary & Rosby) & WADENA COUNTIES: CARPENTERS	11.63	4.70
CLAY COUNTY (Except Moorhead): CARPENTERS	10.86	4.70

CARP1176A 06/01/1998

	Rates	Fringes
CLAY COUNTY (City of Moorhead & a radius of 5 miles NE & South of the city limits) & POLK COUNTY (East Grand Forks & an area 5 miles outside city limits): CARPENTERS (Does not include Acoustical or Drywall Mechanics)	16.75	3.05
PILEDRIVERMEN	18.75	3.05

CARP1348D 05/01/2000

	Rates	Fringes
AITKIN, BECKER, BELTRAMI, CASS, CLAY (Excluding Moorhead & up to 5 miles radius), CLEARWATER, CROW WING, HUBBARD, KITTSOON, LAKE OF THE WOODS, MAHNOMEN, MARSHALL, NORMAN, PENNINGTON, POLK (Excluding East Grand Forks & up to 5 miles radius), RED LAKE, ROSEAU & WADENA COUNTIES:		
MILLWRIGHTS	21.66	10.29

CARP1382A 06/01/2001

	Rates	Fringes
DODGE, GOODHUE (Excluding Red Wing City limits & extending 5 miles outward), WABASHA & WINONA COUNTIES: CARPENTERS & PILEDRIVERMEN	18.52	7.63
LE SUEUR, NICOLLET (Eastern Portion, excluding cities of Courtland, Klossner & Lafayette), RICE, SIBLEY (Eastern one-third, Excluding Green Isle, New Auburn & Gaylord), STEELE & WASECA COUNTIES: CARPENTERS & PILEDRIVERMEN:		
Total contract over \$1,000,000	19.91	6.63
\$1,000,000 & under	17.96	6.63
NICOLLET (Western Portion, including cities or towns of Courtland, Klossner, Lafayette, New Sweden & Nicollet) & SIBLEY (Western two-thirds, Including Green Isle, New Auburn & Gaylord) COUNTIES CARPENTERS & PILEDRIVERMEN:		

Total contract over \$1,000,000	16.76	6.28
Total contract \$1,000,000 & under	14.86	6.03

CARP9900G 05/01/2001		
	Rates	Fringes
CHISAGO, ISANTI, PINE & WRIGHT COUNTIES:		
CARPENTERS & PILEDRIVERMEN	27.06	7.63
INSULATORS	27.06	7.63
GOODHUE (Red Wing City limits & extending 5 miles outward) & MCLEOD COUNTIES:		
CARPENTERS & PILEDRIVERMEN	22.09	7.63

CARP9900P 05/01/2001		
	Rates	Fringes
MILLE LACS & MORRISON COUNTIES		
CARPENTERS & PILEDRIVERMEN	19.91	6.63

ELEC0110B 05/01/2001		
	Rates	Fringes
CHISAGO, GOODHUE (West of Belle Creek, Minneola, Roscoe & Vasa Townships), ISANTI, LE SUEUR (East of Cleveland, Sharon, Tyrone & Washington Townships), MILLE LACS (South of Bradbury, Lewis & Onamia Townships), PINE (South of Arione, Barry, Clover, Hinckley & Ogema Townships) & RICE COUNTIES:		
ELECTRICIANS	28.28	13.19
CABLE SPLICERS	29.28	13.47

ELEC0110G 03/01/1998		
	Rates	Fringes
SOUND, SIGNAL & COMMUNICATIONS WORK:		
Technician (Installation of Controller Only)	19.22	.58+a+b
Installer (Excluding Controller Work)	11.31	.34+a+b
FOOTNOTES:		
a. 1 year's service - 5 days' paid vacation; 2 years' service - 10 days' paid vacation; 5 years' service - 12 days' paid vacation; 7 years' service - 14 days' paid vacation; 9 years' service - 16 days' paid vacation; 11 years' service - 18 days' paid vacation; 12 years' service - 20 days' paid vacation		
b. 8 Paid Holidays: New Year's Day; Memorial Day; 4th of July; Labor Day; Thanksgiving Day; Day After Thanksgiving; the normal work day preceding Christmas Day; & Christmas Day		

ELEC0242A 06/01/2002		
	Rates	Fringes
AITKIN, CASS (Bounded on the north by the south line of Leech Lake, Minnesota Island, Could, Bay River & Salem Townships), CROW WING, HUBBARD (Except Rockwood, Helga, Farden, Lake Hattie, Schoolcraft, Guthrie, Hart Lake, Lake Alice, Lake George, Hendrickson & Lakeport), MILLE LACS (Including northerly townships of Kathio, South Harbor, Isle, East Side, Onamia & Harbor), MORRISON, PINE (Except southerly townships of Brook Park, Mission Creek, Munch, Crosby, Pokegama, Cross Lake, Chengwatana, Royalton, Rock Creek & Pine City) & WADENA COUNTIES:		
ELECTRICIANS	26.97	44%

ELEC0292B 05/01/2000		

	Rates	Fringes
WRIGHT COUNTY		
ELECTRICIANS:		
Electricians	27.50	12.18
Cable Splicers	28.50	12.62
McLEOD COUNTY		
ELECTRICAL CONTRACTS OVER \$300,000:		
Electricians	22.95	9.36
Cable Splicers	23.95	9.39
ELECTRICAL CONTRACTS UNDER \$300,000		
Electricians	20.00	8.55
Cable Splicers	21.00	8.58

ELEC0294A	06/01/2002	
	Rates	Fringes
CASS (North part bounded on the south by a line extending east & west of the south line of Boy River & Salem Townships) & HUBBARD (North part bounded on the south by a line extending east & west of the south line of Lake Alice & Lake George Townships)		
COUNTIES:		
ELECTRICIANS	26.83	41.5%
CABLE SPLICERS	27.38	41.5%

ELEC0294E	06/01/2002	
	Rates	Fringes
BELTRAMI, CLEARWATER & LAKE OF THE WOODS (Excluding NW angle)		
COUNTIES		
ELECTRICIANS:		
Electrical Installations Under \$3,000,000	21.24	2.95+27.5
All Other Work:		
Electricians	26.83	41.5%
Cable Splicers	27.38	41.5%

* ELEC0343D	06/01/2002	
	Rates	Fringes
DODGE, GOODHUE (Except that portion west of Belle Creek, Minneola, Roscoe & Vasa Townships), LE SUEUR (Cleveland, Le Sueur, Ottawa, Sharon, Tyrone, Washington & Kasota Townships), NICOLLET, SIBLEY, STEELE, WABASHA, WASECA & WINONA COUNTIES		
ELECTRICIAN	24.72	15%+8.27
CABLE SPLICER	25.72	15%+8.27

ELEC1426E	06/01/1998	
	Rates	Fringes
BECKER, CLAY, KITTSOON, MAHNOMEN, MARSHALL, NORMAN, PENNINGTON, POLK, RED LAKE & ROSEAU COUNTIES:		
ELECTRICIANS:		
Electricians	14.70	4.64
Cable Splicers	15.45	4.73

* ELEV0009B	07/03/2002	
	Rates	Fringes
ELEVATOR MECHANICS	29.415	7.505a+b
FOOTNOTES:		
a. 7 Paid Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; The Day After Thanksgiving & Christmas Day		
b. Employer contributes 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than		

5 years; 6% for less than 5 years

* ENGI0049G 05/01/2001

	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
GROUP 1	28.99	7.55
GROUP 2	28.65	7.55
GROUP 3	27.24	7.55
GROUP 4	26.90	7.55
GROUP 5	26.73	7.55
GROUP 6	25.22	7.55
GROUP 7	24.10	7.55
GROUP 8	22.09	7.55
POWER EQUIPMENT OPERATOR CLASSIFICATIONS		
GROUP 1 - Helicopter Operator; Truck & Crawler Crane with 200' of Boom & Over, including Jib (\$.50 premium with 300' of Boom & over, including jib); & Tower Crane 250' & Over		
GROUP 2 - Truck & Crawler Crane with 150' of Boom, up to but not including 200' of Boom, including Jib; & Tower Crane 200' & Over, Concrete Pump 164 ft boom & over.		
GROUP 3 - Traveling Tower Crane; Master Mechanic; Pile Driving Operator (when 3 drums are used); Truck & Crawler Crane, up to but not including 150' of Boom, including Jib; Derrick (Guy & Stiffleg); Tower Crane (Stationary) 100' & Over; & All Terrain Vehicle Crane, Boom Truck over 100 ft.		
GROUP 4 - Crawler Backhoe; Hoist Engineer (3 drums or more); Locomotive Operator; Overhead Crane Operator (inside building perimeter); & Tractor Operator with Boom		
GROUP 5 - Air Compressor Operator 450 CFM or over (2 or more machines); Pump Operator and/or Conveyor Operator (2 or more machines); Mechanic; Pumpcrete or Complaco type Machine Operator; Forklift; Boom Truck Operator up to 100 ft; Concrete Mixer Operator; Drill Rig - Heavy Rotary or Churn when used for Caisson Drilling for Elevator Cylinder or Building Construction; Front End Loader (Over 1 cu. yd.); Hoist Engineer (1 or 2 drums); Straddle Carrier Operator; Power Plant Engineer (100 KW & over on multiples equal to 100KW & over); Tractor Operator over D2; & Well Point Pump Op.		
GROUP 6 - Concrete Batch Plant Operator; Guniting Operator; Tractor Operator D2 or similar size; & Front End Loader Operator, up to 1 cu. yd.		
GROUP 7 - Air Compressor Operator 600 CFM or over; Pump and/or Conveyor Operator; Brakeman; Pick-up Sweeper (1 cu. yd. & over Hopper capacity); Truck Crane Oiler; & Welding Machine Operator, Fireman temporary heat.		
GROUP 8 - Mechanical Space Heater (Temporary Heat); Oiler or Greaser; & Elevator Operator		

IRON0512B 05/01/2002

	Rates	Fringes
CHISAGO, DODGE, GOODHUE, ISANTI, LE SUEUR, MCLEOD, MILLE LACS, MORRISON, NICOLLET, RICE, SIBLEY, STEELE, WABASHA, WADENA, WASECA, WINONA & WRIGHT COUNTIES		
IRONWORKERS	29.50	11.84

IRON0563A 05/01/2002

	Rates	Fringes
AITKIN, BECKER, BELTRAMI, CASS, CLEARWATER, CROW WING, HUBBARD, LAKE OF THE WOODS, MAHNOMEN, PENNINGTON, PINE, RED LAKE & ROSEAU COUNTIES:		

IRONWORKERS	23.78	12.70

IRON0793B 05/01/2002		
	Rates	Fringes
CLAY, KITTSOON, MARSHALL, NORMAN & POLK COUNTIES IRONWORKERS	19.14	9.73

LABO0010E 05/01/2002		
	Rates	Fringes
LANDSCAPERS: Seeding, Sodding & Planting of evergreen & deciduous shrubs & trees	13.34	5.05

LABO0132D 05/07/2001		
	Rates	Fringes
LE SUEUR, MCLEOD, NICOLLET, RICE, SIBLEY & WASECA COUNTIES LABORERS:		
Total Project Cost \$1,000,000 & over:		
GROUP 1	16.64	6.06
GROUP 2	17.14	6.06
GROUP 3	17.34	6.06
FLAGPERSON	14.99	6.06
Total Project Cost under \$1,000,000:		
GROUP 1	14.53	5.72
GROUP 2	15.03	5.72
GROUP 3	15.23	5.72
FLAGPERSON	12.88	5.72
LABORER CLASSIFICATIONS		
GROUP 1 - Construction; Carpenter Tender; Concrete; Damp Proofer Below Grade; Dumpman - Dirt, Asphalt, Concrete, Cement; Heater Tender; Hot Tar Caulker - Corker; Joist Handler; Material Handler - Power Buggy; Rebar; Snow Blower Operator; Signalperson; Chain Saw Operator; Concrete Saw, Drill Operator; Concrete Vibrator; Demolition & Wrecking excluding Remodeling; Drill Runner Tender; Mortar Mixer - Cement or any other substitute Material or Composition; Pipe Handler; Pneumatic & Electric Tool, Jackhammer, Paving Buster, Chipping Hammer, Tamper Operator, etc.; Swing Stage Line Scaffold (not including "Patent" Scaffolding); & Torchman - Gas, Electric, Thermal or similar device		
GROUP 2 - Caisson Work; Mason Tender; Mounted Wall Saw Operator; Nozzle Operator - Gunite, Cement, Sandblasting; Pipelayer; Pipe Re-habtech; Refractory Worker; Sheeting Setter & Driver, Heavy Building Excavation; Underground Work - Open Ditch or Excavation 8' Below Grade; & Underpinning		
GROUP 3 - Driller for Blasting Purposes; Dynamite Blaster or substitute products Tovex TR, Water, Gas, Gel, Bristar, Silent Dynamite, etc.		

LABO0132F 01/01/2000		
	Rates	Fringes
AITKIN, BECKER, CASS, CHISAGO, CLAY, CROW WING, DODGE, GOODHUE, HUBBARD, ISANTI, LE SUEUR, MCLEOD, MILLE LACS, MORRISON, NICOLLET, PINE, RICE, SIBLEY, STEELE, WABASHA, WADENA, WASECA, WINONA & WRIGHT COUNTIES:		
LABORERS, Asbestos Abatement	19.16	6.62

LABO0132K 05/07/2002		
	Rates	Fringes
CHISAGO, ISANTI, PINE & WRIGHT COUNTIES		

LABORERS:

GROUP 1	23.12	7.17
GROUP 2	23.62	7.17
GROUP 3	24.12	7.17

LABORERS CLASSIFICATIONS

GROUP 1 - General; Flagperson/Traffic Control; Carpenter Tender; Concrete; Damp Proofer Below Grade; Drill Runner Tender; Dumpman - Dirt, Asphalt, Concrete, Cement; Heater Tender; Hot Tar Caulker - Corker; JoistHandler; Material Handler - Power Buggy; Rebar; Snow Blower Operator; Signal Person; Asbestos and Hazardous Waste Technician; Hydro Blast or Waterblast; Chain Saw Operator; Concrete Saw, Drill Operator; Concrete Vibrator; Demolition & Remodeling, Excluding Demolition of an entire Structural System; Mason Tender; Mortar Mixer - Cement or any other substitute Material or Composition; Pipe Handler; Pneumatic & Electric Tool, Jackhammer, Paving Buster, Chipping Hammer, Tamper Operator, etc.; Swing Stage Line Scaffold (Not including "Patent" Scaffolding); Torchman - Gas, Electric, Thermal or similar device; & Remote Control Tamper

GROUP 2 - Caisson Work; Mounted Wall Saw Operator; Nozzle Operator - Gunite, Cement, Sandblasting; Pipelayer; Pipe Rehab Technical, including Cleaning, Cutting, Cameraing, etc.; Refractory Worker; Sheeting Setter & Driver, Heavy Building Excavation; Underground Work - Open Ditch or Excavation 8' Below Grade; & Underpinning

GROUP 3 - Driller for Blasting purposes; Dynamite Blaster or substitute products Tovex TR, Water, Gas, Gel, Bristar, Silent Dynamite, etc.

 LABO01320 06/01/1999

	Rates	Fringes
CHISAGO, ISANTI, MCLEOD, MILLE LACS, PINE, SIBLEY & WRIGHT COUNTIES:		
PLASTER TENDERS	23.85	5.59

 LABO0405C 05/01/1999

	Rates	Fringes
DODGE, STEELE & WINONA COUNTIES		
LABORERS:		
GROUP 1	15.49	4.89
GROUP 2	16.19	4.89
FLAGPERSON	13.66	4.89

LABORER CLASSIFICATIONS

GROUP 1 - Construction; General; Carpenter Tender; Concrete; Damp Proofer Below Grade; Dumpman - Dirt, Asphalt, Concrete, Cement; Heater Tender; Hot Tar Caulker - Corker; Firewatch; Joist Handler; Material Handler - Power Buggy; Rebar; Signalperson; Snow Blower Operator; Demolition & Wrecking, Including Remodeling; Chain Saw Operator; Concrete Saw, Drill Operator; Concrete Vibrator; Pipe Handler; Pneumatic & Electric Tool, Jackhammer, Paving Buster, Chipping Hammer, Tamper Operator, etc.; Swing Stage Line Scaffold (not including "Patent" Scaffolding); & Remote Control Tamper

GROUP 2 - Pipe Rehab Technician, including Cleaning, Cutting, Cameraing, etc.; Caisson Work; Nozzle Operator - Gunite, Cement, Sandblasting; Pipelayer; Refractory Worker; Sheeting Setter & Driver, Heavy Building Excavation; Underground Work - Open Ditch or Excavation 8' Below Grade; Underpinning; Mason Tender; Mortar Mixer - Cement or any other substitute Material or Composition; Driller for Blasting Purposes; Dynamite Blaster

or substitute products Tovex TR, Water, Gas, Gel, Bristar, Silent Dynamite, etc.

LABO0492A 05/01/2001

	Rates	Fringes
GOODHUE & WABASHA COUNTIES:		
LABORERS:		
GROUP 1	21.00	5.56
GROUP 2	21.50	5.56
GROUP 3	22.00	5.56
FLAGPERSON	19.35	5.56

LABORER CLASSIFICATIONS

GROUP 1: Construction craft laborer, Asbestos and Hazardous Waste removal (non-mechanical), Carpenter Tender, Chain Saw Operator, Cleanup (excluding Janitorial), Concrete Laborer, Concrete Saw, Concrete Drill, Concrete Vibrator, Damp Proof below grade, Demolition & Remodeling excluding demolition of an entire structural system, Drill Runner Tender, dump Person (dirt, asphalt, concrete), Heater Tender all types, Hot Tar Caulker corker, Hydro Blast or Waterblaster, Joist Handlers, Lead Abatement, Mason Tender, Material Handler - all types Power Buggy, Mortar Mixer (Cement or any substitute), Pipe Handler, Pneumatic and Electric Tools, Jackhammer, Paving Buster, Chipping Hammer, Tamper Operator, Remote Control Tamper, Signal Person, Snow Blower, Swing Stage Line Scaffold (not including patent scaffolding), Tool Crib Checker, Torch Person (gas, electric, thermal or similar device)

GROUP 2: Caisson Work, Mounted Wall Saw, Nozzle Operator (gunnite, cement, sandblasting, Micro Abrasive Blasting), Pipelayer, Pipe Rehab Technician (including cleaning, cutting, camera etc), Refractory worker, Sheeting Setter and Driver (heavy building excavation), Underground Work (open ditch or excavation 8 ft below grade), Underpinning

GROUP 3: Blaster, Driller for Blasting.

LABO0563B 05/01/2001

	Rates	Fringes
AITKIN, BECKER, CASS, CLAY (Except City limits of Moorhead), CROW WING, HUBBARD, MILLE LACS, MORRISON & WADENA COUNTIES:		
LABORERS:		
Total Construction Projects Over \$950,00:		
GROUP 1	18.02	6.72
GROUP 2	18.77	6.72
GROUP 3	19.02	6.72
FLAGPERSON	16.11	6.72

Total Construction Projects Under \$950,000:

GROUP 1	16.27	6.72
GROUP 2	17.02	6.72
GROUP 3	17.27	6.72
FLAGPERSON	14.54	6.72

LABORER CLASSIFICATIONS

GROUP 1 - Construction; Asbestos & Hazardous Waste Technician; Carpenter Tender; Chain Saw Operator; Concrete Saw, Drill Operator; Concrete Vibrator; Concrete; Damp Proofer Below Grade; Demolition & Remodeling, Excluding Demolition of an entire Structural System; Drill Runner Tender; Dump Person - Dirt, Asphalt, Concrete, Cement; Heater Tender; Hot Tar Caulker Corker; Hydro Blast or Waterblaster; Joist Handler; Mason Tender; Material Handler - Power Buggy; Mortar Mixer - Cement or any other Substitute material or Composition; Pipe Handler;

Pneumatic & Electric Tools, Jackhammer, Paving Buster, Chipping Hammer, Tamper Operator, etc.; Remote Control Tamper; Signal Person; Snow Blower Operator; Swing Stage Line Scaffold (Not including "Patent" Scaffolding); Torchperson - Gas, Electric, Thermal or similar device

GROUP 2 - Caisson Work; Mounted Wall Saw Operator; Nozzle Operator - Gunite, Cement, Sandblasting; Pipelayer; Pipe Rehab Technician (Including Cleaning, Cutting, Cameraing, etc.); Refractory Worker; Sheeting Setter & Driver, Heavy Building Excavation; Underground Work - Open Ditch or Excavation 8' Below Grade; & Underpinning

GROUP 3 - Driller for Blasting Purposes; Dynamite Blaster or substitute products Tovel TR, Water, Gas, Gel, Bristar, Silent Dynamite, etc.

LABO0580A 04/19/1999

	Rates	Fringes
CLAY (Moorhead) & POLK (East Grand Forks) COUNTIES: LABORERS	14.05	4.34

LABORER CLASSIFICATIONS

Construction; Concrete Bucket; Power Tool Operator; Mortar Mixer; Brick & Plasterers' Tender; Jackhammer Work; Hod Carrier; Non-Metallic Pipe Layer; Gas Line Wrapping or Taping; Cutting Torch for Demolition; Sandblaster & Gunnite Pot Tender; & Hose Tender

LABO1097C 05/01/2001

	Rates	Fringes
BELTRAMI, CLEARWATER, KITTSOON, LAKE OF THE WOODS, MAHNOMEN, MARSHALL, NORMAN, PENNINGTON, POLK (Excluding the city limits of East Grand Forks), RED LAKE & ROSEAU COUNTIES LABORERS (Projects Under \$760,000 including Mechanical & Electrical):		

GROUP 1	13.48	5.06
GROUP 2	13.67	5.06
GROUP 3	13.84	5.06
Flagperson	11.88	5.06

LABORERS (Projects \$760,000 & Over, including Mechanical & Electrical):

GROUP 1	15.68	5.06
GROUP 2	16.08	5.06
GROUP 3	16.28	5.06
Flagperson	13.98	5.06

LABORER CLASSIFICATIONS

GROUP 1 - Construction; Carpenter Tender; Concrete; Damp Proofer Below Grade; Dump Person - Dirt, Asphalt, Concrete & Cement; Heater Tender; Hot Tar Caulker - Corker; Joist Handler; Material Handler - Power Buggy; Rebar; Signal Person; & Snow Blower Operator; Chain Saw Operator; Concrete Vibrator; Demolition & Wrecking, Excluding Remodeling; Mason Tender; Mortar Mixer - Cement or Any Other Substitute Material or Composition; Pipe Handler; Pneumatic & Electric Tool, Jackhammer, Paving Buster, Chipping Hammer, Tamper Operator, Etc.; Swing Stage Line Scaffold (Not including "Patent" Scaffolding); & Torch Person - Gas, Electric, Thermal or similar device; Scrapping, Sweeping & Clean-up; Skid Steer, Forklift (Incidental Use)

GROUP 2 - Creosote Handler; Caisson Work; Concrete Saw Drill Operator; Nozzle Operator - Gunite, Cement, Sandblasting; Pipelayer; Sheeting Setter & Driver, Heavy Building

5 ISANTI, MCLEOD & WRIGHT COUNTIES:

6

7 PAINTERS:

8	Brush; Roller; & Wallpaper Hanger	24.31	7.72
9	Spray; Steel; Sandblaster; Swing		
0	Stage & Epoxy	25.06	7.72

1 -----

2

3 PAIN0386D 05/01/2000

4		Rates	Fringes
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5 ISANTI, MCLEOD & WRIGHT COUNTIES:

6

7 PAINTERS:

8	Drywall Taper/Finisher	23.97	7.85
9	Sander	17.98	7.85

0 -----

1

2 PAIN0681A 05/01/2001

3		Rates	Fringes
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4 DODGE, GOODHUE, LE SUEUR, NICOLLET, RICE, SIBLEY, STEELE,
5 WABASHA, WASECA & WINONA COUNTIES

6

7 CORPORATE CITY LIMITS OF RED WING, GOODHUE COUNTY; &
8 WINONA, WINONA COUNTY:

9

0 PAINTERS:

1	Brush & Roller	22.13	6.07
2	Paperhanger & Steel	22.38	6.07
3	Sandblasting & Spray	22.63	6.07
4	Stageman & Beltman	23.13	6.07

5

6 REMAINING AREA:

7

8 \$600,000 & over in volume including Electrical & Mechanical:

9

0 PAINTERS:

1	Brush & Roller	22.13	6.07
2	Paperhanger & Steel	22.38	6.07
3	Sandblasting & Spray	22.63	6.07
4	Stageman & Beltman	23.13	6.07

5

6 Under \$600,000 in volume including Electrical & Mechanical:

7

8 PAINTERS:

9	Brush & Roller	18.81	6.07
0	Paperhanger & Steel	19.02	6.07
1	Sandblasting & Spray	19.24	6.07
2	Stageman & Beltman	19.66	6.07

3

4 APPLICATION OF EPOXY, CREOSOTE OR ALL OTHER HIGHLY TOXIC
5 MATERIALS - \$.25 PREMIUM

6 -----

7

8 PAIN0681F 05/01/2001

9		Rates	Fringes
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0

1 DODGE, GOODHUE, LE SUEUR, NICOLLET, RICE, SIBLEY, STEELE,
2 WABASHA, WASECA & WINONA COUNTIES

3

4	DRYWALL FINISHERS	21.74	6.87
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5	DRYWALL SANDERS	16.31	6.87
6	-----		
7			
8	PAIN0880A 05/01/1999		
9		Rates	Fringes
0	SIGN PAINTERS	21.12	2.08+a+b
1			
2	FOOTNOTES:		
3	a. 8 Paid Holidays: New Year's Day; Memorial Day;		
4	Independence Day; Labor Day; Thanksgiving Day; the Day After		
5	Thanksgiving; the last working Day Before Christmas; &		
6	Christmas Day		
7			
8	b. Vacation Pay: 3 yrs' service - 2 wks' paid vacation; 6 yrs'		
9	service - 3 wks' paid vacation; 15 yrs' service - 4 wks' paid		
0	vacation		
1	-----		
2			
3	PAIN0884A 06/01/2002		
4		Rates	Fringes
5	DRYWALL TAPERS & FINISHERS:		
6			
7	AITKIN, MILLE LACS & MORRISON COUNTIES:		
8	Projects Under \$8,000	16.00	7.06
9	All Other Work	20.01	7.06
0			
1	BECKER, BELTRAMI, CASS, CLAY, CLEARWATER, CROW WING, HUBBARD,		
2	KITTSON, LAKE OF THE WOODS, MAHNOMEN, MARSHALL, NORMAN,		
3	PENNINGTON, POLK, RED LAKE, ROSEAU & WADENA COUNTIES:		
4	Projects Under \$8,000	15.21	6.34
5	All Other Work	19.01	6.34
6			
7	PAINTERS:		
8			
9	AITKIN, BECKER, BELTRAMI, CASS, CLEARWATER, CROW WING, HUBBARD,		
0	LAKE OF THE WOODS, MAHNOMEN, MILLE LACS, MORRISON, PENNINGTON,		
1	RED LAKE, ROSEAU & WADENA COUNTIES:		
2			
3	Projects Under \$8,000		
4	GROUP 1	16.00	7.06
5	GROUP 2	16.61	7.06
6			
7	All Other Work:		
8	GROUP 1	20.01	7.06
9	GROUP 2	20.76	7.06
0			
1	CLAY, KITTSON, MARSHALL, NORMAN & POLK COUNTIES:		
2			
3	Projects Under \$8,000		
4	GROUP 1	14.41	1.87
5	GROUP 2	15.16	1.87
6			
7	All Other Work:		
8	GROUP 1	18.01	1.87
9	GROUP 2	18.76	1.87
0			
1	PAINTER CLASSIFICATIONS		
2			
3	GROUP 1 - Brush & Roller		
4			

5 GROUP 2 - Spray; Two Component Paints; Epoxies; Sandblasting &
 6 Rigging; Work done on Swing Scaffolding, Safety Harness, Window
 7 Jacks, Boatswain's Chair, Coverings & Erection of Scaffolding
 8 for same; Work on Erected Structural Steel & Abrasive Blasting
 9 -----

0
 1 PAIN1324B 06/01/1999

	Rates	Fringes
3 GLAZIERS	24.31	7.89

4 -----
 5
 6 PLAS0265B 06/01/2000

	Rates	Fringes
8 CHISAGO, ISANTI, MCLEOD, MILLE LACS, PINE (South of the northern 9 boundaries of Dell Grove, Sandstone & Danforth Townships), 0 SIBLEY & WRIGHT COUNTIES:		

2 PLASTERERS	24.88	8.35
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3 -----
 4
 5 PLAS0633B 05/01/2002

	Rates	Fringes
7 CHISAGO, ISANTI, MCLEOD, MILLE LACS, PINE (South of the northern 8 boundaries of Dell Grove, Sandstone & Danforth Townships), 9 SIBLEY & WRIGHT COUNTIES:		

1 CEMENT MASONS	27.34	9.31
-----------------	-------	------

2 -----
 3
 4 PLAS0633J 05/01/2002

	Rates	Fringes
6 AITKIN & PINE (North of T 24N) COUNTIES		

8 CEMENT MASONS	22.79	9.30
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9 -----
 0
 1 PLAS0633M 05/01/2002

	Rates	Fringes
3 WINONA COUNTY		

5 CEMENT MASONS	22.26	8.05
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6 -----
 7
 8 PLAS0633P 07/01/2000

	Rates	Fringes
9 DODGE, LE SUEUR, NICOLLET, STEELE (South part at a line due East 1 & West of the town of Pratt) & WASECA COUNTIES:		

2
 3 CEMENT MASONS:

4 Total Construction Projects		
5 \$1,000,000 and Over	20.67	4.58
6 Total Construction Projects		
7 Under \$1,000,000	18.07	4.53

8 -----
 9
 0 PLAS0633R 06/01/2001

	Rates	Fringes
2 WINONA COUNTY		

4 vPLASTERERS	26.20	2.60
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5	-----		
6			
7	PLAS6330B	05/01/2000	
8			
9			
0			
1	PLASTERERS		
2			
3			
4	PLAS6330S	07/01/1999	
5			
6			
7			
8			
9	CEMENT MASONS		
0			
1			
2	PLAS6330X	05/01/2000	
3			
4			
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6			
7	PLASTERERS		
8			
9			
0	PLUM0006A	08/01/2001	
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5 FOOTNOTE:

6 a. Paid Holiday: Labor Day

7 -----

8

9 * PLUM0034A 05/01/2002

	Rates	Fringes
0 CHISAGO & GOODHUE (Northern half) COUNTIES		
1		
2		
3 PLUMBERS	30.55	10.29+a
4		

5 FOOTNOTE:

6 a. 1 Paid Holiday: Labor Day

7 -----

8

9 * PLUM0034G 05/02/2002

	Rates	Fringes
0 LE SUEUR, NICOLLET & SIBLEY COUNTIES		
1		
2		
3 PLUMBERS & GAS FITTERS	25.05	10.49+a
4		

5 FOOTNOTE:

6 a. 1 Paid Holiday: Labor Day

7 -----

8

9 * PLUM0126A 05/15/2002

	Rates	Fringes
0 AITKIN, BECKER, BELTRAMI, CASS (Southern half), CLAY, CLEARWATER,		
1 CROW WING, HUBBARD, KITTSOON, LAKE OF THE WOODS, MAHNOMEN,		
2 MARSHALL, NORMAN, PENNINGTON, POLK, RED LAKE, ROSEAU & WADENA		
3 COUNTIES:		
4		
5		
6 PLUMBERS & STEAMFITTERS:		
7 Mechanical Projects		
8 under \$2,000,000	25.89	8.31
9 Mechanical Projects		
0 \$2,000,000 and above	28.29	8.31
1		

2 -----

3 PLUM0455A 05/01/2001

	Rates	Fringes
4 CHISAGO & GOODHUE (Northern half) COUNTIES		
5		
6		
7 PIPEFITTERS & STEAMFITTERS	29.10	10.10
8		

9 -----

0 PLUM0455H 05/01/2001

	Rates	Fringes
1 LE SUEUR, NICOLLET & SIBLEY COUNTIES		
2		
3		
4 PIPEFITTERS & STEAMFITTERS	24.31	9.28
5		

6 -----

7 PLUM0539B 05/01/2001

	Rates	Fringes
8 ISANTI, MCLEOD, MILLE LACS & WRIGHT COUNTIES		
9		
0		
1 PIPEFITTERS	29.77	9.51
2		

3 -----

4

5	PLUM0539I	05/01/2001		
6			Rates	Fringes
7	MORRISON COUNTY:			
8				
9	PIPEFITTERS		23.72	11.83
0	-----			
1				
2	PLUM0589B	06/01/2001		
3			Rates	Fringes
4	CASS COUNTY (North of a parallel line drawn from the northern			
5	boundary of Crow Wing County, west to the east boundary of			
6	Wadena County)			
7				
8	PIPEFITTERS; PLUMBERS; &			
9	STEAMFITTERS		23.62	11.42
0	-----			
1				
2	ROOF0096B	06/01/2001		
3			Rates	Fringes
4	DODGE, LE SUEUR, NICOLLET, STEELE, AND WASECA COUNTIES			
5				
6	ROOFERS		19.11	5.05
7				
8	WINONA COUNTY			
9				
0	ROOFERS		18.08	5.05
1	-----			
2				
3	ROOF0096D	07/01/2000		
4			Rates	Fringes
5	PINE COUNTY:			
6				
7	ROOFERS		22.20	7.15
8	-----			
9				
0	ROOF0096F	05/01/2001		
1			Rates	Fringes
2	CHISAGO, GOODHUE, ISANTI (South of State Highway #95, including			
3	Cambridge), MCLEOD, RICE, SIBLEY, WABASHA & WRIGHT (South of			
4	County Road #39) COUNTIES:			
5				
6	ROOFERS		26.04	8.00+a
7				
8	FOOTNOTE:			
9	a. 1 Paid Holiday: Labor Day			
0	-----			
1				
2	ROOF0096K	07/01/2000		
3			Rates	Fringes
4	AITKIN, CASS, CROW WING, HUBBARD & WADENA COUNTIES:			
5				
6	ROOFERS		19.96	5.65
7	-----			
8				
9	ROOF0096L	06/01/2001		
0			Rates	Fringes
1	ISANTI (North of State Highway #95, excluding Cambridge),			
2	MILLE LACS, MORRISON & WRIGHT (North of Wright County Road #39,			
3	from South Haven to Monticello, including both towns) COUNTIES:			
4				

5	ROOFERS	22.95	5.80
6	-----		
7			
8	ROOF00960 05/01/2001		
9		Rates	Fringes
0	BELTRAMI, CLEARWATER, LAKE OF THE WOODS & MAHNOMEN COUNTIES		
1			
2	ROOFERS	15.49	5.45
3	-----		
4			
5	ROOF0214A 04/01/1998		
6		Rates	Fringes
7	BECKER, CLAY, KITTSO, MARSHALL, NORMAN, PENNINGTON, POLK,		
8	RED LAKE & ROSEAU COUNTIES:		
9			
0	ROOFERS	10.83	
1	-----		
2			
3	SFMN0669B 04/01/2002		
4		Rates	Fringes
5	SPRINKLER FITTERS	27.76	8.05
6	-----		
7			
8	SHEE0010A 05/01/2002		
9		Rates	Fringes
0	AITKIN COUNTY		
1			
2	SHEET METAL WORKERS	26.21	11.15
3	-----		
4			
5	* SHEE0010E 07/01/2002		
6			
7		Rates	Fringes
8	CHISAGO, ISANTI, MCLEOD, PINE, RICE, SIBLEY & WRIGHT COUNTIES		
9			
0	SHEET METAL WORKERS	29.60	11.57+a
1			
2	FOOTNOTE:		
3	a. Paid Holiday: Labor Day		
4	-----		
5			
6	SHEE0010G 05/01/2002		
7		Rates	Fringes
8	DODGE, GOODHUE, STEELE & WABASHA COUNTIES		
9			
0	SHEET METAL WORKERS	25.76	9.62
1	-----		
2			
3	* SHEE0010I 06/01/2002		
4		Rates	Fringes
5	CASS, CROW WING, HUBBARD & WADENA COUNTIES		
6			
7	SHEET METAL WORKERS	24.57	10.05
8	-----		
9			
0	SHEE0010J 05/01/2002		
1		Rates	Fringes
2	WINONA COUNTY		
3			
4	SHEET METAL WORKERS	22.27	8.28

5	-----		
6			
7	* SHEE0010K	06/01/2002	
8		Rates	Fringes
9	BELTRAMI, CLEARWATER & LAKE OF THE WOODS COUNTIES		
0			
1	SHEET METAL WORKERS	22.03	8.09
2	-----		
3			
4	SHEE0010M	05/01/2002	
5		Rates	Fringes
6	BECKER, MAHNOMEN, MILLE LACS & MORRISON COUNTIES		
7			
8	SHEET METAL WORKERS	26.07	10.53
9	-----		
0			
1	SHEE0010P	05/01/2002	
2		Rates	Fringes
3	LE SUEUR, NICOLLET & WASECA COUNTIES		
4			
5	SHEET METAL WORKERS	25.06	8.31
6	-----		
7			
8	* SHEE0010T	06/01/2002	
9		Rates	Fringes
0	KITTSOON, MARSHALL, PENNINGTON, POLK, RED LAKE & ROSEAU COUNTIES		
1			
2	SHEET METAL WORKERS	20.07	7.16
3			
4	-----		
5			
6	* SHEE1000D	06/01/2002	
7		Rates	Fringes
8	CLAY & NORMAN COUNTIES		
9			
0	SHEET METAL WORKERS	20.04	7.30
1	-----		
2			
3	TEAM0132B	05/01/1999	
4		Rates	Fringes
5	LE SUEUR, MCLEOD, NICOLLET, RICE, SIBLEY & WASECA COUNTIES:		
6			
7	TRUCK DRIVERS:		
8	Where Total Project Cost is		
9	\$1,000,000.00 & OVER	15.81	
0			
1	Where Total Project Cost is UNDER		
2	\$1,000,000.00	13.71	
3	-----		
4			
5	TEAM0132D	05/01/2000	
6		Rates	Fringes
7	CHISAGO (Northern half), ISANTI & PINE COUNTIES:		
8			
9	TRUCK DRIVERS	23.08	
0	-----		
1			
2	TEAM0221B	05/30/1998	
3		Rates	Fringes
4	LANDSCAPE - SOD, TREES, SHRUBS & BLACK DIRT:		

5	Single Axles & Farm Tractors	12.15	4.00
6	Tandem Axles	12.30	4.00
7	Truck Train Combination	12.45	4.00
8	-----		
9			
0	TEAM0346B 05/01/1998		
1		Rates	Fringes
2	CHISAGO (Southern half) & WRIGHT COUNTIES:		
3			
4	TRUCK DRIVERS:		
5	GROUP 1 - Boom Truck Operator	19.55	4.50
6	GROUP 2 - Ready-Mix; Tractor-Trailer	19.00	4.50
7	GROUP 3 - Mechanic; Fork Lift		
8	Operator; & Tandem or 3 Axles	18.90	4.50
9	GROUP 4 - Farm Tractor; Single or		
0	2 Axles; & Dumps	18.65	4.50
1	-----		
2			
3	TEAM0405B 05/01/1999		
4		Rates	Fringes
5	DODGE, STEELE & WINONA COUNTIES		
6			
7	TRUCK DRIVERS	15.49	
8	-----		
9			
0	TEAM0492B 05/01/1999		
1		Rates	Fringes
2	GOODHUE & WABASHA COUNTIES:		
3			
4	TRUCK DRIVERS	18.32	
5	-----		
6			
7	TEAM0563B 05/01/1999		
8		Rates	Fringes
9	AITKIN, BECKER, CASS, CLAY (Except City limits of Moorhead),		
0	CROW WING, HUBBARD, MILLE LACS, MORRISON & WADENA COUNTIES:		
1			
2	TRUCK DRIVERS:		
3	Total Construction Projects of		
4	Over \$950,000.00	15.59	
5	Total Construction Projects Under		
6	\$950,000.00	13.84	
7	-----		
8			
9	TEAM0580B 04/19/1999		
0		Rates	Fringes
1	CLAY (Moorhead) & POLK (East Grand Forks) COUNTIES:		
2			
3	TRUCK DRIVERS	14.05	
4	-----		
5			
6	TEAM1097C 05/01/1999		
7		Rates	Fringes
8	BELTRAMI, CLEARWATER, KITTSON, LAKE OF THE WOODS, MAHNOMEN,		
9	MARSHALL, NORMAN, PENNINGTON, POLK (Excluding the city limits		
0	of East Grand Forks), RED LAKE & ROSEAU COUNTIES:		
1			
2	TRUCK DRIVERS:		
3	Under \$760,000.00, including		
4	Mechanical & Electrical	11.86	

5
6 \$760,000.00 & Over, including
7 Mechanical & Electrical 13.95
8 -----
9

0 WELDERS - Receive rate prescribed for craft performing operation
1 to which welding is incidental.
2 =====
3

4 Unlisted classifications needed for work not included within
5 the scope of the classifications listed may be added after
6 award only as provided in the labor standards contract clauses
7 (29 CFR 5.5(a)(1)(ii)).
8 -----

9 In the listing above, the "SU" designation means that rates
0 listed under that identifier do not reflect collectively
1 bargained wage and fringe benefit rates. Other designations
2 indicate unions whose rates have been determined to be
3 prevailing.
4

5 WAGE DETERMINATION APPEALS PROCESS
6

7 1.) Has there been an initial decision in the matter? This can
8 be:
9

- 0 * an existing published wage determination
- 1 * a survey underlying a wage determination
- 2 * a Wage and Hour Division letter setting forth a
- 3 position on a wage determination matter
- 4 * a conformance (additional classification and rate)
- 5 ruling
- 6

7 On survey related matters, initial contact, including requests
8 for summaries of surveys, should be with the Wage and Hour
9 Regional Office for the area in which the survey was conducted
0 because those Regional Offices have responsibility for the
1 Davis-Bacon survey program. If the response from this initial
2 contact is not satisfactory, then the process described in 2.)
3 and 3.) should be followed.
4

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

8
9 Branch of Construction Wage Determinations
0 Wage and Hour Division
1 U. S. Department of Labor
2 200 Constitution Avenue, N. W.
3 Washington, D. C. 20210
4

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

9
0 Wage and Hour Administrator
1 U.S. Department of Labor
2 200 Constitution Avenue, N. W.
3 Washington, D. C. 20210
4

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

9
0 3.) If the decision of the Administrator is not favorable, an
1 interested party may appeal directly to the Administrative Review
2 Board (formerly the Wage Appeals Board). Write to:

3
4 Administrative Review Board
5 U. S. Department of Labor
6
7 200 Constitution Avenue, N. W.
8 Washington, D. C. 20210

9
0 4.) All decisions by the Administrative Review Board are final.

1 END OF GENERAL DECISION

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	30-SEP-2002	1	MISS HEADWATERS PROJ USACE - HEADWATERS OFFICE 34385 WEST HWY GRAND RAPIDS MN 55744 FOB: Destination	B6M0MH0

Section G - Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation subpart 42.5.

(End of clause)

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

52.236-4006 SAFETY AND HEALTH REQUIREMENTS MANUAL INTERIM CHANGES, EM 385-1-1
(APR 2001)

This paragraph applies to contracts and purchase orders that require the contractor to comply with EM 385-1-1 (e.g., contracts that include the Accident Prevention clause at FAR 52.236-13 and/or other safety provisions). EM 385-1-1 and its changes are available at <http://www.hq.usace.army.mil> (at the HQ homepage, select Safety and Occupational Health). The Contractor shall be responsible for complying with the current edition and all changes posted on the web as of the effective date of this solicitation.

Section I - Contract Clauses

CLAUSES INCORPORATED BY FULL TEXT

52.202-1 DEFINITIONS (DEC 2001) --ALTERNATE I (MAY 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) Any item, other than real property, that is of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and that--
- (i) Has been sold, leased, or licensed to the general public; or
- (ii) Has been offered for sale, lease, or license to the general public;
- (2) Any item that evolved from an item described in paragraph (c)(1) of this clause through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation;
- (3) Any item that would satisfy a criterion expressed in paragraphs (c)(1) or (c)(2) of this clause, but for--
- (i) Modifications of a type customarily available in the commercial marketplace; or
- (ii) Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. "Minor" modifications means modifications that do not significantly alter the nongovernmental function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;
- (4) Any combination of items meeting the requirements of paragraphs (c)(1), (2), (3), or (5) of this clause that are of a type customarily combined and sold in combination to the general public;
- (5) Installation services, maintenance services, repair services, training services, and other services if--
- (i) Such services are procured for support of an item referred to in paragraph (c)(1), (2), (3), or (4) of this definition, regardless of whether such services are provided by the same source or at the same time as the item; and
- (ii) The source of such services provides similar services contemporaneously to the general public under terms and conditions similar to those offered to the Federal Government;
- (6) Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed under standard commercial terms and conditions. This does not include services that are sold based on hourly rates without an established catalog or market price for a specific service performed. For purposes of these services--
- (i) Catalog price means a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or vendor, is either published or otherwise available for inspection by customers, and states

prices at which sales are currently, or were last, made to a significant number of buyers constituting the general public; and

(ii) Market prices means current prices that are established in the course of ordinary trade between buyers and sellers free to bargain and that can be substantiated through competition or from sources independent of the offerors.

(7) Any item, combination of items, or service referred to in subparagraphs (c)(1) through (c)(6), notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or affiliates of a Contractor; or

(8) A nondevelopmental item, if the procuring agency determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple State and local Governments.

(d) 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).

(e) 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.

(f) 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.

(End of clause)

52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (FEB 2002)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (Aug 1996) (E.O. 11755).

(ii) 52.225-13, Restrictions on Certain Foreign Purchases (July 2000) (E.O.'s 12722, 12724, 13059, 13067, 13121, and 13129).

(iii) 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). – N/A *See 52.232-5

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (Feb 2002). N/A *See 52.232-27

(v) 52.233-1, Disputes (Dec 1998).

(vi) 52.244-6, Subcontracts for Commercial Items and Commercial Components (May 2001).

(vii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-20, Walsh-Healey Public Contracts Act (DEC 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States).

(ii) 52.222-26, Equal Opportunity (FEB 1999) (E.O. 11246) (Applies to contracts over \$10,000).

(iii) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (APR 1984) (38 U.S.C. 4212) (Applies to contracts over \$10,000).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (APR 1984) (29 U.S.C. 793) (Applies to contracts over \$10,000).

(v) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (JAN 1999) (38 U.S.C. 4212) (Applies to contracts over \$10,000).

(vi) 52.222-41, Service Contract Act, As Amended (May 1989) (41 U.S.C. 351, et seq.) (Applies to services performed on Federal facilities).

(vii) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2001) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(viii) 52.223-5, Pollution Prevention and Right-to-Know Information (APR 1998) (E.O. 12856) (Applies to services performed on Federal facilities).

(x) 52.225-1, Buy American Act--Balance of Payments Program--Supplies (Feb 2000) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use within the United States if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition—N/A *See 52.225-9

(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.)

(xi) 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.)

(xii) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JULY 1995) (Applies to contracts over \$25,000).

(ii) 52.211-17, Delivery of Excess Quantities (SEPT 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (JUN 1988) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

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

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

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

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

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

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided. - N/A *See 52.249-2 Alt I

(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. – N/A *See 52.249-10

(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. - *See 52.246-21

(End of clause)

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.

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.

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.

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.

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.

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.

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.

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.

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.

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).

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

52.225-9 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM—CONSTRUCTION MATERIALS (FEB 2002)

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

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

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

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

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

Domestic construction material means--

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

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

United States means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

(b) Domestic preference. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) and the Balance of Payments Program 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:
none

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

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent. For determination of unreasonable cost under the Balance of Payments Program, the Contracting Officer will use a factor of 50 percent;

(ii) The application of the restriction of the Buy American Act or Balance of Payments Program 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 or Balance of Payments Program. (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 or Balance of Payments Program 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 or Balance of Payments Program applies, use of foreign construction material is noncompliant with the Buy American Act or Balance of Payments Program.

(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)

52.228-13 ALTERNATIVE PAYMENT PROTECTIONS (JULY 2000)

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

A payment bond or an irrevocable letter of credit.

- (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.

52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 1997)

- (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) Payments to subcontractors and suppliers have been made from previous payments received under the contract, 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.

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.

52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (FEB 2002)

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 payment or that the Government has otherwise overpaid on an 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.

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.

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.

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.

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)

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.(NOV 2001)

(a) Definitions.

As used in this clause--

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

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, 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 confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

(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:

See attached.

(End of clause)

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

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

Section K - Representations, Certifications and Other Statements of Offerors

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52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2001) ALTERNATE I (OCT 2000) & ALTERNATE II (OCT 2000)

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **233320**.
- (2) The small business size standard is **\$28.5 million**.
- (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 offeror represented itself as 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).

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

(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)

Section L - Instructions, Conditions and Notices to Bidders

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52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 99)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of provision)

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)

52.239-4001 YEAR 2000 COMPLIANCE (FAR 39.106) (JUL 1998)

The contractor shall ensure that, with respect to any design, construction, goods, or services under this contract as well as any subsequent task/delivery orders issued under this contract (if applicable), all information technology contained therein shall be Year 2000 compliant. Specifically, the contractor shall perform, maintain, and provide an inventory of all major components to include structures, equipment, items, parts, and furnishings under this contract and each task/delivery order which may be affected by the Year 2000 compliance requirement.

Section M - Evaluation Factors for Award

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52.225-10 NOTICE OF BUY AMERICAN ACT/BALANCE OF PAYMENTS PROGRAM REQUIREMENT--
CONSTRUCTION MATERIALS (FEB 2000)

(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--Balance of Payments Program--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 or Balance of Payments Program 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 or Balance of Payments Program 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 or Balance of Payments Program, 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)