# LEASE OF CUTTERHEAD DREDGE

**Mississippi River Miles 580.0 to 0.0, Illinois River Miles 291.0 to 0.0, Kaskaskia River Miles 0.8 to 0.0, Ohio River Miles 918.5 to 981.0, & South East Missouri Port Mile 48.0 (Upper Mississippi River)**

**Additional Information for**

# LEASE OF CUTTERHEAD DREDGE

**SOLICITATION NO. W912P9-04-B-0205**

**This solicitation is unrestricted**

**US Army Corps**
**of Engineers**
**St. Louis District**

**Gateway to Excellence** **May 2004**

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**Contract Requirements**


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| SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair) | 1. SOLICITATION NO. W912P9-04-B-0205 | 2. TYPE OF SOLICITATION [X] SEALED BID (IFB) [ ] NEGOTIATED (RFP) | 3. DATE ISSUED 07-May-2004 | PAGE OF PAGES 1 OF 143 |
|---|---|---|---|---|

**IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.**

| 4. CONTRACT NO. | 5. REQUISITION/PURCHASE REQUEST NO. W81C8X-4049-4751 | 6. PROJECT NO. |
|---|---|---|

| 7. ISSUED BY CODE W912P9 | 8. ADDRESS OFFER TO (If Other Than Item 7) CODE |
|---|---|
| CONTRACTING DIVISION<br>USARMY ENGR DIST ST LOUIS<br>1222 SPRUCE ST RM 4.207<br>ST LOUIS MO 63103-2833<br><br>TEL:314-331-8500 FAX: 314-331-8746 | **See Item 7**<br><br>TEL: FAX: |

| 9. FOR INFORMATION CALL: | A. NAME | B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) |
|---|---|---|
| | BARRIETTA KILLIEBREW | 314-331-8514 |

## SOLICITATION

**NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".**

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):

LEASE OF CUTTERHEAD DREDGE

The work consists of providing one cutterhead pipeline hydraulic dredge and attendant plant with minimum 20-inch diameter discharge for maintenance dredging between Mississippi River Miles 580.0 to 0.0; Illinois River Miles 291.0 to 0.0; Kaskaskia River Miles 0.8 to 0.0; Ohio River Miles 918.5 to 981.0; and South East Missouri Port Mile 48.0 (Upper Mississippi River).

THE ESTIMATED COST RANGE OF THE PROJECT IS BETWEEN $1,000,000 AND $5,000,000.

THIS SOLICITATION IS UNRESTRICTED

11. The Contractor shall begin performance within 15 calendar days and complete it within 365 calendar days after receiving [ ] award, [X] notice to proceed. This performance period is [X] mandatory, [ ] negotiable. (See 700 52.211-10.)

| 12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) [X] YES [ ] NO | 12B. CALENDAR DAYS 10 |
|---|---|

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 11:00 AM (hour) local time 07 Jun 2004 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee [X] is, [ ] is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

## SOLICITATION, OFFER, AND AWARD (Continued)

*(Construction, Alteration, or Repair)*

**OFFER** ***(Must be fully completed by offeror)***

| 14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)* | 15. TELEPHONE NO. *(Include area code)* |
|---|---|
| | 16. REMITTANCE ADDRESS *(Include only if different than Item 14)*<br>**See Item 14** |
| CODE / FACILITY CODE | |

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)*

| AMOUNTS | SEE SCHEDULE OF PRICES |
|---|---|

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS

*(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)*

| AMENDMENT NO. | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| DATE | | | | | | | | | | |

| 20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)* | 20B. SIGNATURE | 20C. OFFER DATE |
|---|---|---|

**AWARD** ***(To be completed by Government)***

21. ITEMS ACCEPTED:

| 22. AMOUNT | 23. ACCOUNTING AND APPROPRIATION DATA |
|---|---|

| 24. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)* | **ITEM** | 25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO ☐ 10 U.S.C. 2304(c) ☐ 41 U.S.C. 253(c) |
|---|---|---|
| 26. ADMINISTERED BY CODE | | 27. PAYMENT WILL BE MADE BY: CODE |

*CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE*

☐ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return _____ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.

☐ 29. AWARD *(Contractor is not required to sign this document.)* Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

| 30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)* | | 31A. NAME OF CONTRACTING OFFICER *(Type or print)*<br>TEL: EMAIL: | |
|---|---|---|---|
| 30B. SIGNATURE | 30C. DATE | 31B. UNITED STATES OF AMERICA<br>BY | 31C. AWARD DATE |

SECTION 00010
00010.13

NOTICES

1. BIDDERS MUST PROVIDE FULL, ACCURATE, AND COMPLETE INFORMATION AS REQUIRED BY THIS SOLICITATION AND ITS ATTACHMENTS. THE PENALTY FOR MAKING FALSE STATEMENTS IN BIDS IS PRESCRIBED IN 18 USC 1001. (FAR 52.214-4)

2. NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION.

3. NOTE THE CERTIFICATION OF NONSEGREGATED FACILITIES IN THIS SOLICITATION. FAILURE OF A BIDDER OR OFFEROR TO AGREE TO THE CERTIFICATION WILL RENDER ITS BID OR OFFER NONRESPONSIVE TO THE TERMS OF SOLICITATIONS INVOLVING AWARDS OF CONTRACTS EXCEEDING $10,000 WHICH ARE NOT EXEMPT FROM THE PROVISIONS OF THE EQUAL OPPORTUNITY CLAUSE.

BIDDING SCHEDUDE

| Item No. | Description | Estimated Quantity | Unit | Unit Price | Estimated Amount |
|---|---|---|---|---|---|
| 0001 | Mobilization and Demobilization of Dredge and Attendant Plant | 1 | LS | $_____ | $_____ |
| 0002 | Operation of Dredge and Attendant Plant, Effective Time (See Note 9 in the Bidding Schedule Notes) | _____ | hour | $_____ | $_____ |
| 0003 | Operation of Dredge and Attendant Plant, Non-Effective Time (See Note 9 in the Bidding Schedule Notes) | _____ | hour | $_____ | $_____ |
| | | Effective time / 3 | | (.7 x Effective Rate) | |
| 0004 | Miles Moved Dredge and Attendant Plant Upstream | 400 | mile | $_____ | $_____ |
| 0005 | Miles Moved Dredge and Attendant Plant Downstream | 400 | mile | $_____ | $_____ |
| 0006 | Mobilization of Dredge and Attendant Plant Due to Suspension Period | 3 | each | $_____ | $_____ |
| 0007 | Mobilization and Demobilization of On-Shore Disposal Equipment For Jobs Other Than Semo Port | 1 | LS | $_____ | $_____ |
| 0008 | Miles Moved On-Shore Disposal Equipment For Jobs Other Than Semo Port | 120 | mile | $_____ | $_____ |
| 0009 | Operation of On-Shore Disposal Equipment For Jobs Other Than SEMO Port | 240 | hour | $_____ | $_____ |
| 0010 | Mobilization and Demobilization of On-Shore Disposal Equipment for SEMO Port | 1 | LS | $_____ | $_____ |
| 0011 | Operation of On-Shore Disposal Equipment for SEMO Port | 120 | hour | $_____ | $_____ |
| | | | TOTAL | $_____ | $_____ |

(See BIDDING SCHEDULE NOTES)

EQUIPMENT SCHEDULE
PLANT TO BE USED

The items listed below will be used in determining responsibility of the prospective Contractor.

a.1. Dredge name or number _____, Date Built_____.
Hull: gross tons _____. Length _____ , Beam _____ . Draft _____.
Spud Dia. _____, Distance between Spud Centers _____. Spud Weight _____.
Spud Length _____. Distance between spuds and ladder trunnions _____; Distance from end of hull to ladder trunnions _____; Distance from ladder trunnions to swing cable sheaves _____; Swing cable reel RPM at rated horsepower_____; Swing cable reel drive motor horsepower_____.
Reel Dia. _____.

2. Ladder: Length _____, Cutter Motor HP _____ , Type _____, Cutter Speed_____, RPM Min., RPM Max. _____, Basket Length _____, Basket Dia. _____.
Cutter Type _____.

3. Main Pump: Make _____ , Dia. Suction _____, Dia. Discharge _____,
Operation Speed RPM Max. _____, Impeller Diameter _____.

4. Pump Drive: Type _____, Make _____,
Total BHP _____, @ _____ RPM., No. of Engines _____.

5. Reduction Gear Ratio _____.

6. Aux. Powerplant: Type _____, Make _____, Size _____,
K.W. _____ , Fuel Used _____.

b.l. Tender: Name _____, Length _____, Beam _____, Draft _____,
HP _____, When Built _____.

c.l. Tender: Name _____, Length _____, Beam _____, Draft_____,
HP _____, When Built _____.

d.l. Inspection Vessel: Name _____, Length _____, Beam _____,
Draft _____, HP _____, When Built _____.

e.l. Discharge Pipe Pontoons: No. Per Section of Pipe _____,
Draft under Max. Load _____, Total Length _____.

2. Discharge Pipe: No. of Pieces _____ , Length Each _____,
Manufacturer _____, Original wall thickness _____.

f.l. Additional Plant & Equipment List by Manufacturer Name, Make or Model No.
_____
_____

g.l. Landing Flat: Length _____, Beam _____, Draft _____ Equipped with Shelter, and a Walkway to and up Bank Equipped with Handrail.

BIDDING SCHEDULE NOTES

1. All quantities shown on the BIDDING SCHEDULE are estimated quantities except when the unit is shown as "LS".

2. When bids are solicited on a unit price basis, bidders shall insert in the spaces provided therefore in the SCHEDULE both the "unit price" and the "estimated amount" resulting from applying the said unit price to the estimated quantity shown. In event the bidder quotes only a total price ("estimated amount") in its bid and fails to quote the unit price, the Government will determine such unit price by dividing the total price quoted by the quantity of the item set out in the SCHEDULE. The bidder agrees that the unit price so determined shall be used for the purpose of bid evaluation, award and all payments to the Contractor including final payment.

3. All extensions of the unit prices shown will be subject to verification by the Government. In case of variation between the unit price and the extension, the unit price will be considered to be the bid and the extension will be corrected accordingly.

4. If a modification to a bid based on unit prices is submitted, which provides for a lump sum adjustment to the total estimated cost, the application of the lump sum adjustment to each unit price in the bid schedule must be stated. If it is not stated, the bidder agrees that the lump sum adjustment shall be applied on a pro rata basis to every unit price in the bid schedule.

5. Bidders are required to bid on all items listed on the BIDDING SCHEDULE in addition to inserting a total quoted bid in the appropriate space provided. Failure to do so will be considered good cause to disqualify the bid.

6. Bidders are encouraged to pay particular attention to the requirements on lab “validation’ in Section 1440, Part 3, Paragraph 3.7, “Tests”, subparagraph 3.7.1, “Materials Testing and Inspection”.

7. Award for the lease of one cutterhead hydraulic pipeline dredge, including attendant dredge plant, will be made as a whole to one bidder. The dredge and attendant plant offered in the bidding schedule shall be listed on page 3, and shall be complete with full operating personnel and operating status for the contract period or any extension thereof. The number of hours of rental time entered in the bidding schedule will be an estimated quantity. The Government may extend the term of this contract by written notice to the Contractor 5 days before the contract expires. Total duration of this contract will be one year with the option for extending this contract two additional years. The Government may elect to retain the dredge plant beyond the hours shown.

8. Operation of dredge and attendant plant, the mileage for the basic contract, the number of additional mobilizations, mileage and operation of on-shore disposal equipment for SEMO Port and other jobs are estimated quantities only.

9. Non-effective rate shall be at 70% of the unit price for effective time (to the nearest cent). The total estimated number of hours for these bid items will be determined by the size and horsepower of the dredge offered in accordance with Paragraph 10, Bid Evaluation Factors (Computed using the table in Paragraph 10c and cubic yardage in Paragraph 10a).

10. BID EVALUATION FACTORS.

a. For the purpose of the evaluating bids only, the following assumed criteria will be applied:

(l) The dredge will be used to move 750,000 cubic yards of material.

b. Bids will be evaluated and award will be made on the basis of employment of the plant which will result in the lowest overall cost to the Government for the lease of the dredge and attendant plant. Comparative total cost of each bid received will be computed by adding the following cost elements:

(l) The lump sum cost of mobilization and demobilization of the dredge and attendant plant.

(2) The cost of three additional mobilizations of dredge and attendant plant due to suspension period computed by multiplying one additional mobilization by the bid price per each additional mobilization.

(3) The cost of operating the dredge and attendant plant:

(a) Estimated effective pay time, to the nearest hour, determined by dividing 750,000 cubic yards by the estimated hourly dredge output, as per the table in subparagraph c. following. Estimated non-effective time will be 1/3 of the effective hours.

(b) The cost of operating the dredge and attendant plant will be computed by estimated effective and non-effective pay time multiplied by the appropriate bid price per hour.

(4) The cost for travel by the dredge and attendant plant upstream, computed by multiplying an assumed total distance of 400 River miles by the bid price per mile.

(5) The cost for travel by the dredge and attendant plant downstream computed by multiplying total distance of 400 River miles by the Bid Price per mile.

(6) The cost of on-shore disposal equipment for jobs other than SEMO Port.

(a) The lump sum cost of mobilization and demobilization of the on-shore disposal equipment. The equipment shall be mobilized at Kaskaskia Lock and Dam, Roots, Illinois. The equipment will be demobilized at the last site used.

(b) The cost of successive moves of on-shore disposal equipment. The cost shall be computed by using actual river miles the equipment is moved from the Upper Mississippi River Mile 117.5.

(c) The cost of operation of on-shore disposal equipment.

(7) The cost of on-shore disposal equipment for SEMO Port.

(a) The lump sum cost of mobilization and demobilization of the on-shore disposal equipment. The equipment will be mobilized and demobilized at SEMO Port, Cape Girardeau, Missouri approximately Mississippi River Mile 48.0.

(b) The cost of operation of on-shore disposal equipment.

c. Estimated dredge output for working hour, with 9-foot lift and 3,000-foot pipeline; use straight-line interpolation for horsepower not shown. Since suction conditions generally limit the dredging capacity within the line lengths required under the contract, the output of the greatest horsepower shown in the table under the appropriate discharge line size will be used in evaluating dredges having more horsepower than is given in the table. Dredges larger than 24-inch will be considered but the estimated output will be based on the quantity shown for a 24-inch dredge. The discharge size will be considered to be the minimum diameter of either the pump discharge or discharge line, whichever is the lesser.

Estimated Dredge Output for Working Hour
9-foot Lift and 3,000-foot Pipeline
(Use Straight-line Interpolation for HP Not Shown)

| 20-inch Discharge | | 22-inch Discharge | | 24-inch or Larger Discharge | |
|---|---|---|---|---|---|
| HP | Cu Yd/Hr | HP | Cu Yd/Hr | HP | Cu Yd/Hr |
| 1,200 | 707 | 1,600 | 916 | 2,000 | 1,133 |
| 1,300 | 728 | 1,700 | 936 | 2,100 | 1,155 |
| 1,400 | 748 | 1,800 | 956 | 2,200 | 1,176 |
| 1,500 | 767 | 1,900 | 975 | 2,300 | 1,197 |
| 1,600 | 786 | 2,000 | 993 | 2,400 | 1,218 |
| 1,700 | 803 | 2,100 | 1,011 | 2,500 | 1,238 |
| 1,800 | 820 | 2,200 | 1,029 | 2,600 | 1,258 |
| 1,900 | 836 | 2,300 | 1,046 | 2,700 | 1,277 |
| 2,000 | 852 | 2,400 | 1,062 | 2,800 | 1,296 |
| | | 2,500 | 1,078 | 2,900 | 1,314 |
| | | | | 3,000 | 1,332 |

Dredges smaller than 20 inches discharge will not be considered under this Solicitation. Information furnished in the Equipment Schedules on page 5 will be used to compare the equipment offered by the bidders. For channel maintenance dredging, the speed at which the channel can be swept is a critical factor in determining rate of advance and output. To insure that the dredge furnished by the successful bidder can perform the sweeping function adequately, the hauling engine shall be able to swing the dredge at a minimum speed of 70 feet per minute.

d. The dredge shall be capable of swinging 150 feet from the center line of the cut without exceeding a 55 degree angle with the head at a depth of 25 feet below the water surface.

e. Any bid not meeting the requirements of paragraphs c. and d. above will be considered non-responsive. Each bidder shall furnish upon request a statement of whether he/she is now or ever has been engaged in any work similar to that covered by the specifications herein, the year in which such work was performed and the manner of its execution, and other information as will tend to show the bidder's ability to prosecute the required work. The apparent low bidder will be required to furnish the Contracting Officer a manufacturer's production curve for his/her pump prior to award of contract. This curve will be used to verify that the dredge is capable of maintaining the production rate used for bid purposes.

Section 00100 - Bidding Schedule/Instructions to Bidders

INSTRUCTION TO BIDDERS

AUTHORIZATION

This contract is effected pursuant to 10 USC 2304.

(end of clause)

TELEGRAPHIC MODIFICATIONS

Telegraphic bids/offers are not authorized, however, modification or withdrawal of bids/offers by telegram is authorized provided telegraphic notice is submitted so as to be received in the office designated in this Solicitation not later than the exact time set for opening of bids/receipt of proposals. The telegraphic modification or withdrawal received in such office by telephone from the receiving telegraph office not later than the time set for opening of bids/receipt of proposals shall be considered if such message is confirmed by the telegraph company by sending a copy of the telegram which formed the basis for the telephone call. NOTE: The term "telegram" includes mailgrams.

(end of clause)

AMENDMENTS PRIOR TO DATE SET FOR OPENING BIDS

The right is reserved, as the interest of the Government may require, to revise or amend the specifications or drawings or both prior to the date set for opening bids. Such revisions and amendments, if any, will be announced by an amendment or amendments to this Solicitation. If the revisions and amendments are of a nature which requires material changes in quantities or prices bid or both, the date set for opening bids may be postponed by such number of days as in the opinion of the issuing officer will enable bidders to revise their bids. In such cases, the amendment will include an announcement of the new date for opening bids.

(end of clause)

PRE-AWARD INFORMATION

The low bidder shall, upon request of the Contracting Officer, furnish a statement of whether he or she is now or ever has been engaged in any work similar to that covered by the specifications herein, the dollar value thereof, the year in which such work was performed, a brief description of the work, and the manner of its execution, and giving such other information as will tend to show the bidder's ability to prosecute the required work. The bidder shall furnish the above information for at least 4 commercial firms and/or Government agencies for whom he or she has performed work. The "such other information" referred to above shall include but is not limited to the following:

(1) The name and address of the office or firm under which such work was performed.

(2) A brief history of business experience, including length oftime in present business.

(3) A list of key personnel available for instant project andtheir qualifications.

(4) A copy of bidder's latest financial statement, including the names of banks or other financial institutions with which the bidder conducts business. If the financial statement is more than 60 days old, a certificate should be attached stating that the financial condition is substantially the same, or if not the same, the changes that have taken place. Such statement will be treated as confidential.

(5) A list of present commitments, including the dollar valuethereof, and name of office under which the work is being performed.

(6) A list of the plant available to the bidder and proposed foruse on the work.

(end of clause)

## QUESTIONS

Prospective bidders are encouraged to submit written questions on any aspect of the Solicitation. In this connection, see the paragraph entitled "Explanation to Prospective Bidders" of SECTION 00100, INSTRUCTIONS TO BIDDERS. Responses to written or verbal questions that result in a change to the plans and specifications will be answered by amendment only in order to provide all prospective bidders the changes at the same time. All TECHNICAL and CONTRACTUAL questions, written or verbal, regarding this Solicitation, before bids have been opened, should be referred to TRENIECE L. SUTHERLIN Contract Specialist, FAX (314-331-8527) and TELEPHONE (314-331-8508) or by e-mail at Treniece.Sutherlin@mvs02.usace.army.mil. COLLECT TELEPHONE CALLS WILL NOT BE ACCEPTED.

(end of clause)

## SITE OF THE WORK

Bidders are advised that for the purpose of applicability of the Davis-Bacon Act and other contract labor standards provisions, "the site of the work" under the contract to be awarded pursuant to this Solicitation may not be limited to the physical place(s) where the construction called for in the contract will remain when work on it has been completed. The "site of the work" may include other adjacent or nearby property used by the contractor or subcontractors during such construction. For example, fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., will be considered part of the site of the work, provided they are dedicated exclusively or nearly so to performance on the contract and are so located in proximity to the actual construction location that it would be reasonable to include them.

(end of clause)

## VALUE ENGINEERING (VE) PAYMENT TO CONTRACTORS

Value Engineering. Special attention is invited to the Contract Clause entitled, "Value Engineering--Construction". The St. Louis District policy to authorize immediate payment to contractors for their portion of VECP savings is an important step in providing adequate incentives to contractors for their support of this program. Carefully review the contract documents for potential savings and submit ideas promptly upon award to maximize savings.

(end of clause)

## BONDS

a. BID BOND/BID GUARANTEE - Each bidder shall submit WITH HIS/HER BID a Bid Bond/Bid Guarantee in the amount and form prescribed in Section 00700, Contract Clause FAR 52.228-1 "BID GUARANTEE".
b. PERFORMANCE AND PAYMENT BONDS - Within 10 days after the prescribed forms are presented to the successful bidder, Performance and Payment bonds in good and sufficient surety or sureties acceptable to the Government shall be furnished. This requirement is further discussed in Contract Clause FAR 52.228-15 "PERFORMANCE AND PAYMENT BONDS-- CONSTRUCTION". Performance and Payment bonds shall be furnished by the Contractor to the Government prior to commencement of contract performance. FAILURE TO INCLUDE BID BOND OR OTHER BID SECURITY ON TIME MAY BE CAUSE FOR REJECTION OF THE BID AS NONRESPONSIVE. LATE BOND OR OTHER SECURITY WILL BE TREATED IN THE SAME MANNER AS LATE BIDS. (ALSO SEE SECTION 00100 -- FAR 52.214-7)

(end of clause)

## STATE OF MISSOURI AND ILLINOIS SALES TAX

After contract award, the successful contractor, his/her subcontractors and material suppliers may claim an exemption from Missouri and/or Illinois sales tax on Federal Construction Projects. UPON REQUEST, the Contracting Officer will provide the appropriate tax-exempt certificate.

EQUIPMENT OWNERSHIP AND OPERATION EXPENSE SCHEDULE

Whenever a modification or equitable adjustment of contract price is required, the Contractor's cost proposals for equipment ownership and operating expenses shall be determined in accordance with the requirements of SECTION 00800, Special Clause entitled EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE. A copy of EP 1110-1-8 "Construction Equipment Ownership and Operating Expense Schedule" is available for review by bonafide bidders in the St. Louis District, Corps of Engineers, Technical Library, Room 4.202, RAY Building, 1222 Spruce Street, St. Louis, Missouri 63103-2833, Telephone 314-331-8883, Fax 314-331-8873; for additional information call or write to:

Superintendent of Documents
P.O. Box 371954
Pittsburgh, PA 15250-7954
Telephone 202-783-3238;

or may be purchased from:

U.S. Government Regional Bookstore
No. 120 Bannister Mall
5600 East Bannister Road
Kansas City, MO 64137
Telephone 816-767-8225

(end of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS number or “DUNS+4” that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

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

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

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

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

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

(i) Company legal business name.

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

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

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

(End of provision)

52.211-2 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L (JAN 2004)

Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained--

(a) From the ASSIST database via the Internet at http://assist.daps.dla.mil; or

(b) By submitting a request to the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2179, Facsimile (215) 697-1462.

(End of provision)

52.214-3 AMENDMENTS TO INVITATIONS FOR BIDS (DEC 1989)

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting a bid, (3) by letter or telegram, or (4) by facsimile, if facsimile bids are authorized in the solicitation. The Government must receive the acknowledgment by the time and at the place specified for receipt of bids.

(End of provision)

52.214-4 FALSE STATEMENTS IN BIDS (APR 1984)

Bidders must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001. (End of provision)

52.214-5 SUBMISSION OF BIDS (MAR 1997)

(a) Bids and bid modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) (1) addressed to the office specified in the solicitation, and (2) showing the time and date specified for receipt, the solicitation number, and the name and address of the bidder.

(b) Bidders using commercial carrier services shall ensure that the bid is addressed and marked on the outermost envelope or wrapper as prescribed in subparagraphs (a)(1) and (2) of this provision when delivered to the office specified in the solicitation.

(c) Telegraphic bids will not be considered unless authorized by the solicitation; however, bids may be modified or withdrawn by written or telegraphic notice.

(d) Facsimile bids, modifications, or withdrawals, will not be considered unless authorized by the solicitation.

(e) Bids submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

(End of provision)

52.214-6 EXPLANATION TO PROSPECTIVE BIDDERS (APR 1984)

Any prospective bidder desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective bidders before the submission of their bids. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders as an amendment to the solicitation, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.

(End of provision)

52.214-7 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS (NOV 1999)

(a) Bidders are responsible for submitting bids, and any modifications or withdrawals, so as to reach the Government office designated in the invitation for bids (IFB) by the time specified in the IFB. If no time is specified in the IFB, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that bids are due.

(b)(1) Any bid, modification, or withdrawal received at the Government office designated in the IFB after the exact time specified for receipt of bids is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late bid would not unduly delay the acquisition; and--

(i) If it was transmitted through an electronic commerce method authorized by the IFB, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of bids; or

(ii) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of bids and was under the Government's control prior to the time set for receipt of bids.

(2) However, a late modification of an otherwise successful bid that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(c) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the bid wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(d) If an emergency or unanticipated event interrupts normal Government processes so that bids cannot be received at the Government office designated for receipt of bids by the exact time specified in the IFB and urgent Government requirements preclude amendment of the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(e) Bids may be withdrawn by written notice received at any time before the exact time set for receipt of bids. If the IFB authorizes facsimile bids, bids may be withdrawn via facsimile received at any time before the exact time set for receipt of bids, subject to the conditions specified in the provision at 52.214-31, Facsimile Bids. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

(End of provision)

52.214-18 PREPARATION OF BIDS--CONSTRUCTION (APR 1984)

(a) Bids must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a bid must initial each erasure or change appearing on any bid form.

(b) The bid form may require bidders to submit bid prices for one or more items on various bases, including--

(1) Lump sum bidding;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of subparagraphs (1) through (3) above.

(c) If the solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "no bid" in the space provided for any item on which no price is submitted.

(d) Alternate bids will not be considered unless this solicitation authorizes their submission.

(End of provision)

52.214-19 CONTRACT AWARD--SEALED BIDDING--CONSTRUCTION (AUG 1996)

(a) The Government will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Government, considering only price and the price-related factors specified elsewhere in the solicitation.

(b) The Government may reject any or all bids, and waive informalities or minor irregularities in bids received.

(c) The Government may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the bid.

(d) The Government may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Government even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

(End of provison)

52.214-5000 APPARENT CLERICAL MISTAKES (MAR 1995)--EFARS

(a) For the purpose of initial evaluations of bids, the following will be utilized in the resolving arithmetic discrepancies found on the face of bidding schedule as submitted by the bidder:

(1) Obviously misplaced decimal points will be corrected;
(2) Discrepancy between unit price and extended price, the unit price will govern;
(3) Apparent errors in extension of unit prices will be corrected;
(4) Apparent errors in addition of lump-sum and extended prices will be corrected.

(b) For the purpose of bid evaluation, the government will proceed on the assumption that the bidder intends his bid to be evaluated on basis of the unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the abstract of bids.

(c) These correction procedures shall not be used to resolve any ambiguity concerning which bid is low.

(End of statement)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm-Fixed Price contract resulting from this solicitation.

(End of clause)

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

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

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

| Goals for miniority participation for each trade | | Goals for female participation for each trade | |
|---|---|---|---|
| St. Louis, MO-IL (SMSA) | 14.7 | Clinton, IL | 6.9 |
| | 14.7 | Monroe, IL | 6.9 |
| | 14.7 | St. Clair, IL | 6.9 |
| | 14.7 | Madison, IL | 6.9 |
| | 14.7 | St. Louis, MO | 6.9 |
| | 14.7 | St. Charles, MO | 6.9 |
| | 14.7 | St. Louis (City), MO | 6.9 |
| | 14.7 | Franklin, MO | 6.9 |
| | 14.7 | Jefferson, MO | 6.9 |
| St. Louis, Mo. (EA) | 11.4 | Randolph, IL | 6.9 |
| | 11.4 | Jersey, IL | 6.9 |
| | 11.4 | Calhoun, IL | 6.9 |
| | 11.4 | Greene, IL | 6.9 |
| | 11.4 | Bond, IL | 6.9 |
| | 11.4 | Fayette, IL | 6.9 |
| | 11.4 | Alexander, IL | 6.9 |
| | 11.4 | Franklin, IL | 6.9 |
| | 11.4 | Jefferson, IL | 6.9 |
| | 11.4 | Perry, IL | 6.9 |
| | 11.4 | Union, IL | 6.9 |
| | 11.4 | Jackson, IL | 6.9 |
| | 11.4 | Butler, MO | 6.9 |
| | 11.4 | Wayne, MO | 6.9 |
| | 11.4 | Cape Girardeau, MO | 6.9 |
| | 11.4 | Mississippi, MO | 6.9 |
| | 11.4 | Scott, MO | 6.9 |
| | 11.4 | St. Genevieve, MO | 6.9 |
| | 11.4 | 4 Lincoln, MO | 6.9 |
| | 11.4 | Perry, MO | 6.9 |
| Quincy, IL (EA) | 3.1 | Pike, IL | 6.9 |
| | 3.1 | Adams, IL | 6.9 |
| | 3.1 | Brown, IL | 6.9 |
| | 3.1 | Pike, MO | 6.9 |
| | 3.1 | Ralls, MO | 6.9 |
| | 3.1 | Marion, MO | 6.9 |

| Goals for miniority participation for each trade | | Goals for female participation for each trade | |
|---|---|---|---|
| Quincy, IL (EA) continued | 3.1 | Lewis, MO | 6.9 |
| | | | |
| Dubuque, IA (EA) | 0.5 | Jackson, IA | 6.9 |
| | 0.5 | Jo Daviess, IL | 6.9 |
| | | | |
| Dubuque, IA (SMSA) | 0.6 | Dubuque, IA | 6.9 |
| | | | |
| Davenport/Rock Island, | 3.4 | Lee, IA | 6.9 |
| Moline, IA-IL (SMSA) | 3.4 | Des Moines, IA | 6.9 |
| | 3.4 | Hancock, IL | 6.9 |
| | 3.4 | Henderson, IL | 6.9 |
| | 3.4 | Mercer, IL | 6.9 |
| | 3.4 | Whiteside, IL | 6.9 |
| | 3.4 | Carrol, IL | 6.9 |
| | 3.4 | Clark, MO | 6.9 |
| | 3.4 | Louisa, IA | 6.9 |
| | 3.4 | Muscatine, IA | 6.9 |
| | 3.4 | Clinton, IA | 6.9 |
| | | | |
| Davenport/Rock Island, | 4.6 | Rock Island, IL | 6.9 |
| Moline, IA-IL (SMSA) | 4.6 | Scott, IA | 6.9 |
| | | | |
| Columbia MO (EA) | 4.0 | Monroe, MO | 6.9 |
| | 4.0 | Decatur, IL (EA) | 6.9 |
| | 4.0 | Randolph, MO | 6.9 |
| | | | |
| Springfield/Decatur, IL (EA) | 4.0 | Morgan, IL | 6.9 |
| | 4.0 | Cass, IL | 6.9 |
| | 4.0 | Moultrie, IL | 6.9 |
| | 4.0 | Shelby, IL | 6.9 |
| | 4.0 | Scott, IL | 6.9 |
| | | | |
| Peoria, IL (EA) | 3.3 | Schuyler, IL | 6.9 |
| | 3.3 | Mason, IL | 6.9 |
| | 3.3 | Fulton, IL | 6.9 |
| | 3.3 | Marshall, IL | 6.9 |
| | | | |
| Peoria, IL (SMSA) | 4.4 | Tazewell, IL | 6.9 |
| | 4.4 | Peoria, IL | 6.9 |
| | 4.4 | Woodford, IL | 6.9 |
| | | | |
| Chicago, IL (EA) | 18.4 | Putnam, IL | 6.9 |
| | 18.4 | Bureau, IL | 6.9 |
| | 18.4 | LaSalle, IL | 6.9 |
| | 18.4 | Grundy, IL | 6.9 |
| | | | |
| Chicago, IL (SMSA) | 19.6 | Will, IL | 6.9 |
| | 19.6 | Cook, IL | 6.9 |

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

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

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

(1) Name, address, and telephone number of the subcontractor;

(2) Employer's identification number of the subcontractor;

(3) Estimated dollar amount of the subcontract;

(4) Estimated starting and completion dates of the subcontract; and

(5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is as shown above in (b).

(End of provision)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

U.S. Army Army Engineer District
St. Louis Corps of Engineers
122 Spruce Street, Room 4.207
St. Louis, Missouri 63103-2833

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) Site visits may be arranged during normal duty hours by contacting:

Name: Mr. Lance Engle
Address: Service Base
Foot of Arsenal Street
St. Louis, Missouri 63118

Telephone: 314-263-4708

(End of provision)

252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999)

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter “CAGE” before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLIS; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

(End of provision)

Section 00600 - Representations & Certifications

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to –

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provison _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $100,000 shall certify and disclose accordingly.

(1) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

(End of provision)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

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

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

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

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

(d) Taxpayer Identification Number (TIN).

___ TIN:._____

___ TIN has been applied for.

___ TIN is not required because:

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

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other _____

(f) Common parent.

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

___ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ( ) is a women-owned business concern.

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

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

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is (237990).

(2) The small business size standard is ($17 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 the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

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

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

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

____ Black American.

____ Hispanic American.

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

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

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

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

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

(d) Notice.

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

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

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

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

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

(End of provision)

52.219-2 EQUAL LOW BIDS. (OCT 1995)

(a) This provision applies to small business concerns only.

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

_____

_____

(c) Failure to identify the labor surplus area as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (OCT 2000)

(a) Definition.

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

(b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.] The Offeror [ ] is, [ ] is not an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

| No. of Employees | Avg. Annual Gross Revenues |
|---|---|
| ____ 50 or fewer | ____ $1 million or less |
| ____ 51 - 100 | ____ $1,000,001 - $2 million |
| ____ 101 - 250 | ____ $2,000,001 - $3.5 million |
| ____ 251 - 500 | ____ $3,500,001 - $5 million |
| ____ 501 - 750 | ____ $5,000,001 - $10 million |
| ____ 751 - 1,000 | ____ $10,000,001 - $17 million |
| ____ Over 1,000 | ____ Over $17 million |

(End of provision)

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

The offeror represents that --

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

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

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

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

( ) (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

( ) (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

( ) (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

( ) (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

( ) (v) The facility is not located within the United States or its outlying areas.

(End of clause)

52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(2) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of clause)

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

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

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

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

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

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

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

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

“Registered in the CCR database” means that--

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

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

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

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

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

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

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

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

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

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

(i) Company legal business.

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

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

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

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

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

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

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

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

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

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

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

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

(End of clause)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclosure such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (APR 2003)
(a) Definitions. Domestic end product, foreign end product, qualifying country, and qualifying country end product have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government--

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that--

(i) Each end product, except those listed in paragraph (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

---
(Line Item Number Country of Origin)

---
(Country of Origin)

(3) The following end products are other foreign end products:

---
(Line Item Number)

---
(Country of Origin) (If known)

(End of provision)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY FULL TEXT

52.202-1 DEFINITIONS (MAY 2001) --ALTERNATE I (MAR 2001)

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

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

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

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

(e) Nondevelopmental item means--

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

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

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

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

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

(End of clause)

52.203-3 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled--

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(End of clause)

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)

(a) Except as provided in (b) of this clause, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed $100,000.

52.203-7 ANTI-KICKBACK PROCEDURES. (JUL 1995)

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from -

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold, from sums owed a subcontractor under the prime contract, the amount of any kickback. The Contracting Officer may order the monies withheld

under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including this subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed $100,000.

52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

(End of clause)

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of subsection 27 (a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.

(b) The price or fee reduction referred to in paragraph (a) of this clause shall be--

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;

(3) For cost-plus-award

(i) The base fee established in the contract at the time of contract award;

(ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may--

(i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or

(ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

(5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.

(c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2003)

(a) Definitions.

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

(1) The awarding of any Federal contract.

(2) The making of any Federal grant.

(3) The making of any Federal loan.

(4) The entering into of any cooperative agreement.

(5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

(1) An individual who is appointed to a position in the Government under Title 5, United States Code, including a position under a temporary appointment.

(2) A member of the uniformed services, as defined in subsection 101(3),Title 37, United States Code.

(3) A special Government employee, as defined in section 202, Title 18, United States Code.

(4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

State, as used in this clause, means a State of the United States, the District of Columbia, or an outlying area of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) Section 1352 of Title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding

of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(c) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--

(i) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding $100,000 under the Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(End of clause)

52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

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

“Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.” For paper and paper products, postconsumer material means “postconsumer fiber” defined by the U.S. Environmental Protection Agency (EPA) as--

(1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

“Printed or copied double-sided” means printing or reproducing a document so that information is on both sides of a sheet of paper.

“Recovered material,” for paper and paper products, is defined by EPA in its Comprehensive Procurement Guideline as “recovered fiber” and means the following materials:

(1) Postconsumer fiber; and

(2) Manufacturing wastes such as--

(i) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel into smaller rolls or rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and

(ii) Repulped finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others.

(b) In accordance with Section 101 of Executive Order 13101 of September 14, 1998, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, the Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on recycled paper that meet minimum content standards specified in Section 505 of Executive Order 13101, when not using electronic commerce methods to submit information or data to the Government.

(c) If the Contractor cannot purchase high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white wove envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock meeting the 30 percent postconsumer material standard for use in submitting paper documents to the Government, it should use paper containing no less than 20 percent postconsumer material. This lesser standard should be used only when paper meeting the 30 percent postconsumer material standard is not obtainable at a reasonable price or does not meet reasonable performance standards.

(End of clause)

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

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

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

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

(1) The name of the subcontractor.

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

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

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

(End of clause)

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

The Contractor shall be required to (a) commence work under this contract within 15 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 365 days. * The time stated for completion shall include final cleanup of the premises.

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

(End of clause)

52.211-18 VARIATION IN ESTIMATED QUANTITY (APR 1984)

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

52.214-26 AUDIT AND RECORDS--SEALED BIDDING. (OCT 1997)

(a) As used in this clause, records includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with the pricing of any modification to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to--

(1) The proposal for the modification;

(2) The discussions conducted on the proposal(s), including those related to negotiating;

(3) Pricing of the modification; or

(4) Performance of the modification.

(c) Comptroller General. In the case of pricing any modification, the Comptroller General of the United States, or an authorized representative, shall have the same rights as specified in paragraph (b) of this clause.

(d) Availability. The Contractor shall make available at its office at all reasonable times the materials described in reproduction, until 3 years after final payment under this contract, or for any other period specified in Subpart 4.7 of the Federal Acquisition Regulation (FAR). FAR Subpart 4.7, Contractor Records Retention, in effect on the data of this contract, is incorporated by reference in its entirety and made a part of this contract.

(1) If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement.

(2) Records pertaining to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to the performance of this contract shall be made available until disposition of such appeals, litigation, or claims.

(e) The Contractor shall insert a clause containing all the provisions of this clause, including this paragraph (e), in all subcontracts expected to exceed the threshold in FAR 15.403-4(a)(1) for submission of cost or pricing data.

(End of clause)

52.214-27 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS - SEALED BIDDING. (OCT 1997)

(a) This clause shall become operative only for any modification to this contract involving aggregate increases and/or decreases in costs, plus applicable profits, expected to exceed the threshold for the submission of cost or pricing data at FAR 15.403-4(a)(1), except that this clause does not apply to a modification if an exception under FAR 15.403-1(b) applies.

(1) Based on adequate price competition;

(2) Based on established catalog or market prices of commercial items sold in substantial quantities to the general public; or

(3) Set by law or regulation.

(b) If any price, including profit, negotiated in connection with any modification under this clause, was increased by any significant amount because

(1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;

(2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data; or

(3) any of these parties furnished data of any description that were not accurate, the price shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this clause becomes operative under paragraph (a) above.

(c) Any reduction in the contract price under paragraph (b) above due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which:

(1) the actual subcontract; or

(2) the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.

(d) If the Contracting Officer determines under paragraph (b) of this clause that a price or cost reduction should be made:

(1) the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted;

(ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer;

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract; or

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2) Except as prohibited by subdivision (d)(2)(ii) of this clause:

(i) an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if:

(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the cost or pricing data were available before the date of agreement on the price of the contract (or price of the modification) and that the data were not submitted before such date.

(ii) An offset shall not be allowed if:

(A) The understated data was known by the Contractor to be understated when the Certificate of Current Cost or Pricing Data was signed; or (B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the date of agreement on price.

(e) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid:

(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

(2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data which were incomplete, inaccurate, or noncurrent.

(End of clause)

52.214-28 SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS - SEALED BIDDING. (OCT 1997)

(a) The requirements of paragraphs (b) and (c) of this clause shall:

(1) become operative only for any modification to this contract involving aggregate increases and/or decreases in costs, plus applicable profits, expected to exceed the threshold for submission of cost or pricing data at (FAR) 48 CFR 15.403-4(a)(1); and

(2) be limited to such modifications.

(b) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1), on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modifications involving aggregate increases and/or decreases in costs, plus applicable profits, expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1), the Contractor shall require the

subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1(b) applies.

(1) Based on adequate price competition;

(2) Based on established catalog or market prices of commercial items sold in substantial quantities to the general public; or

(3) Set by law or regulation.

(c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in subsection 15.406-2 of the Federal Acquisition Regulation that, to the best of its knowledge and belief, the data submitted under paragraph (b) above were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that, when entered into, exceeds the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1).

(End of clause)

52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer.

These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

___ Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

Definitions. As used in this contract--

HUBZone small business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

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 small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

Small disadvantaged business concern means a small business concern that represents, as part of its offer that--

(1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, subpart B;

(2) No material change in disadvantaged ownership and control has occurred since its certification;

(3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

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

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

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

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

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

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

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(End of clause)

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002)--ALTERNATE I (OCT 2001).

(a) This clause does not apply to small business concerns.

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

Commercial item means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

Commercial plan means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

Individual contract plan means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

Master plan means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

Subcontract means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The apparent low bidder, upon request by the Contracting Officer, shall submit a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the bidder is submitting an individual contract plan, the plan must separately address subcontracting with small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be submitted within the time specified by the Contracting Officer. Failure to submit the subcontracting plan shall make the bidder ineligible for the award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of--

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns;

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to HUBZone small business concerns;

(v) Total dollars planned to be subcontracted to small disadvantaged business concerns; and

(vi) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to--

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) HUBZone small business concerns;

(iv) Small disadvantaged business concerns; and

(v) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror in included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) HUBZone small business concerns;

(iv) Small disadvantaged business concerns; and

(v) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, HUBZone small business, small disadvantaged business and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled ``Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of $500,000 ($1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will--

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.

(iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated)

(i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than $100,000, indicating--

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether HUBZone small business concerns were solicited and, if not, why not;

(D) Whether small disadvantaged business concerns were solicited and, if not, why not;

(E) Whether women-owned small business concerns were solicited and, if not, why not; and

(F) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact--

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through--

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owner small business, HUBZone small business, small disadvantaged

business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all ``make-or-buy'' decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owner small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided--
(1) the master plan has been approved, (2) the offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer, and (3) goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization Of Small Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract.

(j) The Contractor shall submit the following reports:

(1) Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.

(2) Standard Form 295, Summary Subcontract Report. This report encompasses all of the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

(End of clause)

52.219-16 LIQUIDATED DAMAGES-SUBCONTRACTING PLAN (JAN 1999)

(a) Failure to make a good faith effort to comply with the subcontracting plan, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.

(b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled “Small Business Subcontracting Plan,” the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled Disputes, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may have.

(End of clause)

52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

(End of clause)

52.222-3 CONVICT LABOR (JUN 2003)

(a) Except as provided in paragraph (b) of this clause, the Contractor shall not employ in the performance of this contract any person undergoing a sentence of imprisonment imposed by any court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands.

(b) The Contractor is not prohibited from employing persons--

(1) On parole or probation to work at paid employment during the term of their sentence;

(2) Who have been pardoned or who have served their terms; or

(3) Confined for violation of the laws of any of the States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--

(i) The worker is paid or is in an approved work training program on a voluntary basis;

(ii) Representatives of local union central bodies or similar labor union organizations have been consulted;

(iii) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services;

(iv) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and

(v) The Attorney General of the United States has certified that the work-release laws or **regulations** of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

(End of clause)

52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION. (SEP 2000)

(a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of $10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards Act.

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.

(d) Payrolls and basic records.

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts exceeding $100,000 and require subcontractors to include these provisions in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

(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.

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

(End of clause)

52.222-7 WITHHOLDING OF FUNDS (FEB 1988)

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other Federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(End of clause)

52.222-8 PAYROLLS AND BASIC RECORDS (FEB 1988)

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

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

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

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

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

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

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

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

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

(End of clause)

52.222-9 APPRENTICES AND TRAINEES (FEB 1988)

(a) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be

paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

(End of clause)

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

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

(End of clause)

52.222-11 SUBCONTRACTS (LABOR STANDARDS (FEB 1988)

(a) The Contractor or subcontractor shall insert in any subcontracts the clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act-Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Withholding of Funds, Subcontracts (Labor Standards), Contract Termination-Debarment, Disputes Concerning Labor Standards, Compliance with Davis-Bacon and Related Act Regulations, and Certification of Eligibility, and such other clauses as the Contracting Officer may, by

appropriate instructions, require, and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all the contract clauses cited in this paragraph.

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

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

(End of clause)

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

A breach of the contract clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act--Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Davis-Bacon and Related Act Regulations, or Certification of Eligibility may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

(End of clause)

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

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

(End of clause)

52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

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

(End of clause)

52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)

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

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

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

(End of clause)

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

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

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

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

(End of clause)

52.222-26 EQUAL OPPORTUNITY (APR 2002)

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

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

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor, this shall be documented in the file, along with whatever additional actions the Contractor may have taken.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Actively participates in the group;

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

(3) Ensures that concrete benefits of the program are reflected in the Contractor's minority and female workforce participation;

(4) Makes a good-faith effort to meet its individual goals and timetables; and

(5) Can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply is the Contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

(i) A single goal for minorities and a separate single goal for women shall be established. The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of Executive Order 11246, as amended, if a particular group is employed in a substantially disparate manner.

(j) The Contractor shall not use goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

(k) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts under Executive Order 11246, as amended.

(l) The Contractor shall carry out such sanctions and penalties for violation of this clause and of the Equal Opportunity clause, including suspension, termination, and cancellation of existing subcontracts, as may be imposed or ordered under Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any failure to carry out these sanctions and penalties as ordered shall be a violation of this clause and Executive Order 11246, as amended.

(m) The Contractor in fulfilling its obligations under this clause shall implement affirmative action procedures at least as extensive as those prescribed in paragraph (g) of this clause, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of Executive Order 11246, as amended, the implementing regulations, or this clause, the Deputy Assistant Secretary shall take action as prescribed in 41 CFR 60-4.8.

(n) The Contractor shall designate a responsible official to--

(1) Monitor all employment-related activity to ensure that the Contractor's equal employment policy is being carried out;

(2) Submit reports as may be required by the Government; and

(3) Keep records that shall at least include for each employee the name, address, telephone number, construction trade, union affiliation (if any), employee identification number, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, separate records are not required to be maintained.

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

(End of clause)

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

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

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

Executive and top management means any employee--

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

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

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

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

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

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

Positions that will be filled from within the Contractor's organization means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly

established “recall” lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

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

Special disabled veteran means--

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

(i) Rated at 30 percent or more; or

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

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

Veteran of the Vietnam era means a person who--

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

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

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

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

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

(ii) Between August 5, 1964, and May 7, 1975, in all other cases.
(b) General. (1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) The employment notices shall--

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

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

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

(4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is

committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.

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

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

(End of clause)

52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower

the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

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

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

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

(End of clause)

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

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

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

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

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

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

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

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

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

(End of clause)

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

(a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

| Material (If none, insert "None") | Identification No. |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

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

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to deter- mine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall-- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) though (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

(End of clause)

52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(b) A Contractor-owned or -operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if--

(1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

(2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(3) The facility does not meet the reporting thresholds of toxic chemicals established under of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(4) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(i) Major group code 10 (except 1011, 1081, and 1094.

(ii) Major group code 12 (except 1241).

(iii) Major group codes 20 through 39.

(iv) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(v) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.)), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

(5) The facility is not located in the United States or its outlying areas.

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt--

(1) The Contractor shall notify the Contracting Officer; and

(2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall (i) submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and (ii) continue to file the annual Form R for the life of the contract for such facility.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items, as defined in FAR Part 2, the Contractor shall--

(1) For competitive subcontracts expected to exceed $100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding $100,000 (including all options), the substance of this clause, except this paragraph (e).

(End of clause)

52.225-5 TRADE AGREEMENTS (JAN 2004)

(a) Definitions. As used in this clause.

Caribbean Basin country means any of the following countries: Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, British Virgin Islands, Costa Rica, Dominica, Dominican Republic, El Salvador, Grenada, Guatemala, Guyana, Haiti, Jamaica, Montserrat, Netherlands Antilles, Nicaragua, Panama, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Trinidad and Tobago.

Caribbean Basin country end product means an article that--

(1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services

(except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself. The term excludes products that are excluded from duty-free treatment for Caribbean countries under 19 U.S.C. 2703(b), which presently are--

(i) Textiles and apparel articles that are subject to textile agreements;

(ii) Footwear, handbags, luggage, flat goods, work gloves, and leather wearing apparel not designated as eligible articles for the purpose of the Generalized System of Preferences under Title V of the Trade Act of 1974;

(iii) Tuna, prepared or preserved in any manner in airtight containers;

(iv) Petroleum, or any product derived from petroleum; and

(v) Watches and watch parts (including cases, bracelets, and straps) of whatever type including, but not limited to, mechanical, quartz digital, or quartz analog, if such watches or watch parts contain any material that is the product of any country to which the Harmonized Tariff Schedule of the United States (HTSUS) column 2 rates of duty apply.

Designated country means any of the following countries: Aruba, Austria, Bangladesh Belgium, Benin, Bhutan, Botswana, Burkina Faso, Burundi, Canada, Cape Verde, Central African Republic, Chad, Comoros, Denmark, Djibouti, Equatorial Guinea.

Finland, France, Gambia, Germany, Greece, Guinea, Guinea-Bissau, Haiti, Honduras, Hong Kong, Iceland, Ireland, Israel, Italy, Japan.

Kiribati, Korea, Republic of Lesotho, Liechtenstein, Luxembourg, Malawi, Maldives, Mali, Mozambique, Nepal, Netherlands, Niger, Norway, Portugal, Rwanda.

Sao Tome and Principe, Sierra Leone, Singapore, Somalia, Spain, Sweden, Switzerland, Tanzania U.R., Togo, Tuvalu, Uganda, United Kingdom, Vanuatu, Western Samoa, Yemen.

Designated country end product means an article that--

(1) Is wholly the growth, product, or manufacture of a designated country; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services, (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

End product means supplies delivered under a line item of a Government contract.

Free Trade Agreement country means Canada, Chile, Mexico, or Singapore.

Free Trade Agreement country end product means an article that--

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in an FTA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

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

U.S.-made end product means an article that is mined, produced, or manufactured in the United States or that is substantially transformed in the United States into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed.,

(b) Delivery of end products. The Contracting Officer has determined that the Trade Agreements Act and FTA apply to this acquisition. Unless otherwise specified, these trade agreements apply to all items in the Schedule. The Contractor shall deliver under this contract only U.S.-made, designated country, Caribbean Basin country, or FTA country end products except to the extent that, in its offer, it specified delivery of other end products in the provision entitled “Trade Agreements Certificate.”

(c) United States law will apply to resolve any claim of breach of this contract.

(End of clause)

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

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

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

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

Cost of components means--

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

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

Domestic construction material means--

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

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

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

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

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

(2) This requirement does not apply to the construction material or components listed by the Government as follows: “none”.

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

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

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

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

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the

unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

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

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

Foreign and Domestic Construction Materials Price Comparison

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

Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).
List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.
Include other applicable supporting information.

(End of clause)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JAN 2004)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, Libya, and Sudan are prohibited, as are most imports from North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at TerList1.html. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR chapter V and/or on OFAC's Web site at http://www.treas.gov/ofac.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(End of clause)

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

(a) Definitions. As used in this clause:

"Indian" means any person who is a member of any Indian tribe, band, group, pueblo or community that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C. 1452(c) and any ``Native" as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601).

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

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

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

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

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

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

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

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

(i) The estimated cost of a cost-type contract.

(ii) The target cost of a cost-plus-incentive-fee prime contract.

(iii) The target cost and ceiling price of a fixed-price incentive prime contract.

(iv) The price of a firm-fixed-price prime contract.

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

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

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

(End of clause)

52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold (however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.)

(End of clause)

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

(3) The Contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier for supplies or services (including construction and architect-engineer subcontracts and those for material, supplies, models, samples, or design or testing services) expected to exceed the simplified acquisition threshold at (FAR) 2.101.to exceed the dollar amount set forth in 13.000 of the Federal Acquisition Regulation (FAR).

(End of clause)

52.227-4 PATENT INDEMNITY--CONSTRUCTION CONTRACTS (APR 1984)

Except as otherwise provided, the Contractor agrees to indemnify the Government and its officers, agents, and employees against liability, including costs and expenses, for infringement upon any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of performing this contract or out of the use or disposal by or for the account of the Government of supplies furnished or work performed under this contract.

(End of clause)

52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-

(c) The amount of the bid guarantee shall be 20 percent of the bid price or $3,000,000, whichever is less.-

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.-

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of clause)

52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

The Contractor shall promptly furnish additional security required to protect the Government and persons supplying labor or materials under this contract if--

(a) Any surety upon any bond, or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Government.

(b) Any surety fails to furnish reports on its financial condition as required by the Government;

(c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer; or

(d) An irrevocable letter of credit (ILC) used as security will expire before the end of the period of required security. If the Contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before an ILC's scheduled expiration, the Contracting officer has the right to immediately draw on the ILC.

(End of clause)

52.228-11 PLEDGES OF ASSETS (FEB 1992)

(a) Offerors shall obtain from each person acting as an individual surety on a bid guarantee, a performance bond, or a payment bond--

(1) Pledge of assets; and

(2) Standard Form 28, Affidavit of Individual Surety.

(b) Pledges of assets from each person acting as an individual surety shall be in the form of--

(1) Evidence of an escrow account containing cash, certificates of deposit, commercial or Government securities, or other assets described in FAR 28.203-2 (except see 28.203-2(b)(2) with respect to Government securities held in book entry form) and/or;

(2) A recorded lien on real estate. The offeror will be required to provide--

(i) Evidence of title in the form of a certificate of title prepared by a title insurance company approved by the United States Department of Justice. This title evidence must show fee simple title vested in the surety along with any concurrent owners; whether any real estate taxes are due and payable; and any recorded encumbrances against the property, including the lien filed in favor of the Government as required by FAR 28.203-3(d);

(ii) Evidence of the amount due under any encumbrance shown in the evidence of title;

(iii) A copy of the current real estate tax assessment of the property or a current appraisal dated no earlier than 6 months prior to the date of the bond, prepared by a professional appraiser who certifies that the appraisal has been conducted in accordance with the generally accepted appraisal standards as reflected in the Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation.

(End of clause)

52.228-12 PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS. (OCT 1995)

In accordance with Section 806(a)(3) of Pub. L. 102-190, as amended by Sections 2091 and 8105 of Pub. L. 103-355, upon the request of a prospective subcontractor or supplier offering to furnish labor or material for the performance of this contract for which a payment bond has been furnished to the Government pursuant to the Miller Act, the Contractor shall promptly provide a copy of such payment bond to the requester.

(End of clause)

52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999)

(a) “Irrevocable letter of credit” (ILC), as used in this clause, means a written commitment by a federally insured financial institution to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Government (the beneficiary) of a written demand therefor. Neither the financial institution nor the offeror/Contractor can revoke or condition the letter of credit.

(b) If the offeror intends to use an ILC in lieu of a bid bond, or to secure other types of bonds such as performance and payment bonds, the letter of credit and letter of confirmation formats in paragraphs (e) and (f) of this clause shall be used.

(c) The letter of credit shall be irrevocable, shall require presentation of no document other than a written demand and the ILC (including confirming letter, if any), shall be issued/confirmed by an acceptable federally insured financial institution as provided in paragraph (d) of this clause, and--

(1) If used as a bid guarantee, the ILC shall expire no earlier than 60 days after the close of the bid acceptance period;

(2) If used as an alternative to corporate or individual sureties as security for a performance or payment bond, the offeror/Contractor may submit an ILC with an initial expiration date estimated to cover the entire period for which financial security is required or may submit an ILC with an initial expiration date that is a minimum period of one year from the date of issuance. The ILC shall provide that, unless the issuer provides the beneficiary written notice of non-renewal at least 60 days in advance of the current expiration date, the ILC is automatically extended without amendment for one year from the expiration date, or any future expiration date, until the period of required coverage

is completed and the Contracting Officer provides the financial institution with a written statement waiving the right to payment. The period of required coverage shall be:

(i) For contracts subject to the Miller Act, the later of--

(A) One year following the expected date of final payment;

(B) For performance bonds only, until completion of any warranty period; or

(C) For payment bonds only, until resolution of all claims filed against the payment bond during the one-year period following final payment.

(ii) For contracts not subject to the Miller Act, the later of--

(A) 90 days following final payment; or

(B) For performance bonds only, until completion of any warranty period.

(d) Only federally insured financial institutions rated investment grade or higher shall issue or confirm the ILC. The offeror/Contractor shall provide the Contracting Officer a credit rating that indicates the financial institution has the required rating(s) as of the date of issuance of the ILC. Unless the financial institution issuing the ILC had letter of credit business of less than $25 million in the past year, ILCs over $5 million must be confirmed by another acceptable financial institution that had letter of credit business of less than $25 million in the past year.

(e) The following format shall be used by the issuing financial institution to create an ILC:

_____

[Issuing Financial Institution's Letterhead or Name and Address]

Issue Date _____

IRREVOCABLE LETTER OF CREDIT NO. _____

Account party's name _____

Account party's address _____

For Solicitation No. _____(for reference only)

TO: [U.S. Government agency]

[U.S. Government agency's address]

1. We hereby establish this irrevocable and transferable Letter of Credit in your favor for one or more drawings up to United States $_____. This Letter of Credit is payable at [issuing financial institution's and, if any, confirming financial institution's] office at [issuing financial institution's address and, if any, confirming financial institution's address] and expires with our close of business on _____, or any automatically extended expiration date.

2. We hereby undertake to honor your or the transferee's sight draft(s) drawn on the issuing or, if any, the confirming financial institution, for all or any part of this credit if presented with this Letter of Credit and confirmation, if any, at the office specified in paragraph 1 of this Letter of Credit on or before the expiration date or any automatically extended expiration date.

3. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for one year

from the expiration date hereof, or any future expiration date, unless at least 60 days prior to any expiration date, we notify you or the transferee by registered mail, or other receipted means of delivery, that we elect not to consider this Letter of Credit renewed for any such additional period. At the time we notify you, we also agree to notify the account party (and confirming financial institution, if any) by the same means of delivery.

4. This Letter of Credit is transferable. Transfers and assignments of proceeds are to be effected without charge to either the beneficiary or the transferee/assignee of proceeds. Such transfer or assignment shall be only at the written direction of the Government (the beneficiary) in a form satisfactory to the issuing financial institution and the confirming financial institution, if any.

5. This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ [state of confirming financial institution, if any, otherwise state of issuing financial institution].

6. If this credit expires during an interruption of business of this financial institution as described in Article 17 of the UCP, the financial institution specifically agrees to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

_____

[Issuing financial institution]

(f) The following format shall be used by the financial institution to confirm an ILC:

_____
[Confirming Financial Institution's Letterhead or Name and Address]

(Date) _____

Our Letter of Credit Advice Number _____

Beneficiary: _____ [U.S. Government agency]

Issuing Financial Institution: _____

Issuing Financial Institution's LC No.: _____

Gentlemen:

1. We hereby confirm the above indicated Letter of Credit, the original of which is attached, issued by _____ [name of issuing financial institution] for drawings of up to United States dollars _____/U.S. $_____ and expiring with our close of business on _____ [the expiration date], or any automatically extended expiration date.

2. Draft(s) drawn under the Letter of Credit and this Confirmation are payable at our office located at _____.

3. We hereby undertake to honor sight draft(s) drawn under and presented with the Letter of Credit and this Confirmation at our offices as specified herein.

4. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this confirmation that it be deemed automatically extended without amendment for one year from the expiration date hereof, or any automatically extended expiration date, unless:

(a) At least 60 days prior to any such expiration date, we shall notify the Contracting Officer, or the transferee and the issuing financial institution, by registered mail or other receipted means of delivery, that we elect not to consider this confirmation extended for any such additional period; or

(b) The issuing financial institution shall have exercised its right to notify you or the transferee, the account party, and ourselves, of its election not to extend the expiration date of the Letter of Credit.

5. This confirmation is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ [state of confirming financial institution].

6. If this confirmation expires during an interruption of business of this financial institution as described in Article 17 of the UCP, we specifically agree to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

_____

[Confirming financial institution]

(g) The following format shall be used by the Contracting Officer for a sight draft to draw on the Letter of Credit:

SIGHT DRAFT

_____

[City, State]

(Date) _____

[Name and address of financial institution]

Pay to the order of _____ [Beneficiary Agency] _____ the sum of United States $_____.
This draft is drawn under Irrevocable Letter of Credit No. _____.

_____

[Beneficiary Agency]

By: _____

(End of clause)

52.228-15 PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION (JUL 2000)-

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

Original contract price means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) Amount of required bonds. Unless the resulting contract price is $100,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance bonds (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) Payment Bonds (Standard Form 25-A). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) Additional bond protection. (i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, NW, 2nd Floor, West Wing, Washington, DC 20227.

(e) Notice of subcontractor waiver of protection (40 U.S.C. 270b(c). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of clause)

52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 2003)

(a) As used in this clause--

"Contract date" means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

"All applicable Federal, State, and local taxes and duties" means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

"After-imposed Federal tax" means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

"After-relieved Federal tax" means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

Local taxes includes taxes imposed by a possession or territory of the United States, Puerto Rico, or the Northern Mariana Islands, if the contract is performed wholly or partly in any of those areas.

(b) The contract price includes all applicable Federal, State, and local taxes and duties.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved Federal tax.

(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds $250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(End of clause)

52.231-5000 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE
MAR 1995)--EFARS

(a) This clause does not apply to terminations. See 52.249-5000, Basis for Settlement of Proposals and FAR Part 49.

(b) Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, Construction Equipment Ownership and Operating Expense Schedule, Region V. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the contracting officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.

(c) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

(d) When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the contracting officer shall request the contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet.

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____

(Name)

_____

(Title)

_____

(Date)

(d) Refund of unearned amounts. If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the Contractor shall--

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

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

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

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

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

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

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

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

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

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

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

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

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

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

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

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

(End of clause)

52.232-17 INTEREST (JUNE 1996)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid. reproduce, prepare derivative works, distribute copies to the public, and (b) Amounts shall be due at the earliest of the following dates:

(1) The date fixed under this contract.

(2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

(3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.

(4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(End of clause)

52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

(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.

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

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

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

(i) Name and address of the Contractor.

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

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

(iv) Description of work or services performed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Make such payment within--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) The amount to be withheld;

(2) The specific causes for the withholding under the terms of the subcontract; and

(3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.

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

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

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

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

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

(End of clause)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term “EFT” refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of

this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

52.232-5001 CONTINUING CONTRACTS (MAR 1995)--EFARS

(a) This is a continuing contract, as authorized by Section 10 of the River and Harbor Act of September 22, 1922 (33 U.S. Code 621). The payment of some portion of the contract price is dependent upon reservations of funds from future appropriations, and from future contribution to the project having one or more non-federal project sponsors. The responsibilities of the Government are limited by this clause notwithstanding any contrary provision of the "Payments to Contractor" clause or any other clause of this contract.

(b) The sum of $40,000 has been reserved for this contract and is available for payments to the contractor during the current fiscal year. It is expected that Congress will make appropriations for future fiscal years from which additional funds together with funds provided by one or more non-federal project sponsors will be reserved for this contract.

(c) Failure to make payments in excess of the amount currently reserved, or that may be reserved from time to time, shall not entitle the contractor to a price adjustment under the terms of this contract except as specifically provided in paragraphs (f) and (i) below. No such failure shall constitute a breach of this contract, except that this provision shall not bar a breach-of-contract action if an amount finally determined to be due as a termination allowance remains unpaid for one year due solely to a failure to reserve sufficient additional funds therefore.

(d) The Government may at any time reserve additional funds for payments under the contract if there are funds available for such purpose. The contracting officer will promptly notify the contractor of any additional funds reserved for the contract by issuing an administrative modification to the contract.

(e) If earnings will be such that funds reserved for the contract will be exhausted before the end of any fiscal year, the contractor shall give written notice to the contracting officer of the estimated date of exhaustion and the amount of additional funds which will be needed to meet payments due or to become due under the contract during that fiscal year. This notice shall be given not less than 45 nor more than 60 days prior to the estimated date of exhaustion.

(f) No payments will be made after exhaustion of funds except to the extent that additional funds are reserved for the contract. The contractor shall be entitled to simple interest on any payment that the contracting officer determines was actually earned under the terms of the contract and would have been made except for exhaustion of funds. Interest shall be computed from the time such payment would otherwise have been made until actually or constructively made, and shall be at the rate established by the Secretary of the Treasury pursuant to Public Law 92-41, 85 STAT 97, as in effect on the first day of the delay in such payment.

(g) Any suspension, delay, or interruption of work arising from exhaustion or anticipated exhaustion of funds shall not constitute a breach of this contract and shall not entitle the contractor to any price adjustment under the "Suspension of Work" clause or in any other manner under this contract.

(h) An equitable adjustment in performance time shall be made for any increase in the time required for performance of any part of the work arising from exhaustion of funds or the reasonable anticipation of exhaustion of funds.

(i) If, upon the expiration of sixty (60) days after the beginning of the fiscal year following an exhaustion of funds, the Government has failed to reserve sufficient additional funds to cover payments otherwise due, the contractor, by written notice delivered to the contracting officer at any time before such additional funds are reserved, may elect to treat his right to proceed with the work as having been terminated. Such a termination shall be considered a termination for the convenience of the Government.

(j) If at any time it becomes apparent that the funds reserved for any fiscal year are in excess of the funds required to meet all payments due or to become due the contractor because of work performed and to be performed under the contract during the fiscal year, the Government reserves the right, after notice to the contractor, to reduce said reservation by the amount of such excess.

(End of clause)

52.233-1 DISPUTES. (JUL 2002)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) Claim, as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding $100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim -

(A) Exceeding $100,000; or

(B) Regardless of the amount claimed, when using -

(1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or

(2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of $100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over $100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative disput resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

52.233-3 PROTEST AFTER AWARD (AUG. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

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

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

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

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

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

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

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least forty (40) percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

As prescribed in 36.502, insert the following clause in solicitations and contracts when a fixed-price construction contract or a fixed-price dismantling, demolition, or removal of improvements contract is contemplated and the contract amount is expected to exceed the small purchase limitation. The Contracting Officer may insert the clause in solicitations and contracts when a fixed-price construction or a fixed-price contract for dismantling, demolition, or removal of improvements is contemplated and the contract amount is expected to be within the small purchase limitation.

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of

(1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or

(2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

(End of clause)

52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to

(1) conditions bearing upon transportation, disposal, handling, and storage of materials;

(2) the availability of labor, water, electric power, and roads;

(3) uncertainties of weather, river stages, tides, or similar physical conditions at the site;

(4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

(End of clause)

52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

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

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

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

(End of clause)

52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

(End of clause)

52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

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

(End of clause)

52.236-8 OTHER CONTRACTS (APR 1984)

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees.

(End of clause)

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

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

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

(1) at or near the work site, and

(2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a

third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

(End of clause)

52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)

(a) The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

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

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

(End of clause)

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

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

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

(End of clause)

52.236-12 CLEANING UP (APR 1984)

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

(End of clause)

52.236-13 ACCIDENT PREVENTION (NOV 1991)

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary

to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

(End of clause)

52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by," or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown," as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed".

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements, and (2) the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such

variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor.

(End of clause)

52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)

If the Contracting Officer decides to conduct a preconstruction conference, the successful offeror will be notified and will be required to attend. The Contracting Officer's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

(End of clause)

52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(End of clause)

52.242-14 SUSPENSION OF WORK (APR 1984)

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

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

(End of clause)

52.243-4 CHANGES (AUG 1987)

(a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes--

(1) In the specifications (including drawings and designs);

(2) In the method or manner of performance of the work;

(3) In the Government-furnished facilities, equipment, materials, services, or site; or

(4) Directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating

(1) the date, circumstances, and source of the order and

(2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after

(1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.

(f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(End of clause)

52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

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

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

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

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

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

(3) Constitute or imply acceptance; or

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

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

(End of clause)

52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of--

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, workmanship, or design furnished.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.
(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and

(3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

(End of clause)

52.248-3 VALUE ENGINEERING--CONSTRUCTION (FEB 2000)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any instant contract savings realized from accepted VECP's, in accordance with paragraph (f) below.

(b) Definitions. "Collateral costs," as used in this clause, means agency costs of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistic support. The term does not include the normal administrative costs of processing the VECP.

"Instant contract savings," as used in this clause, means the estimated reduction in Contractor cost of performance resulting from acceptance of the VECP, minus allowable Contractor's development and implementation costs, including subcontractors' development and implementation costs (see paragraph (h) below).

"Value engineering change proposal (VECP)" means a proposal that--

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the contract price or estimated cost without impairing essential functions or characteristics; provided, that it does not involve a change--

(i) In deliverable end item quantities only; or

(ii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (7) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) A separate, detailed cost estimate for

(i) the affected portions of the existing contract requirement and

(ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under paragraph (h) below.

(4) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(5) A prediction of any effects the proposed change would have on collateral costs to the agency.

(6) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(7) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Resident Engineer at the worksite, with a copy to the Contracting Officer.

(e) Government action.

(1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause. The Contracting Officer may accept the VECP, even though an agreement on price reduction has not been reached, by issuing the Contractor a notice to proceed with the change. Until a notice to proceed is issued or a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing.

(1) Rates. The Government's share of savings is determined by subtracting Government costs from instant contract savings and multiplying the result by

(i) 45 percent for fixed-price contracts or

(ii) 75 percent for cost-reimbursement contracts.

(2) Payment. Payment of any share due the Contractor for use of a VECP on this contract shall be authorized by a modification to this contract to--

(i) Accept the VECP;

(ii) Reduce the contract price or estimated cost by the amount of instant contract savings; and

(iii) Provide the Contractor's share of savings by adding the amount calculated to the contract price or fee.

(g) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount by 20 percent of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price or estimated cost, at the time the VECP is accepted, or $100,000, whichever is greater. The Contracting Officer is the sole determiner of the amount of collateral savings.

(h) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of $50,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this contract's price under paragraph (f) above, the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Government under this contract, but shall exclude any value engineering incentive payments to a subcontractor. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that these payments shall not reduce the Government's share of the savings resulting from the VECP.

(i) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering-- Construction clause of contract . . . . . , shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations." If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996) - ALTERNATE I (SEP 1996)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to

any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 45.6 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (g) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and Contracting Officer fail to agree on the whole amount to be paid the Contractor because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined as follows, but without duplication of any amounts agreed upon under paragraph (f) of this clause:

(1) For contract work performed before the effective date of termination, the total (without duplication of any items) of--

(i) The cost of this work;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(1)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(1)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(2) The reasonable costs of settlement of the work terminated, including--

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

(End of clause)

52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

(a) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the Government may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In this event, the Government may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Government resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Government in completing the work.

(b) The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause, if--

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include

(i) acts of God or of the public enemy,

(ii) acts of the Government in either its sovereign or contractual capacity,

(iii) acts of another Contractor in the performance of a contract with the Government,

(iv) fires,

(v) floods,

(vi) epidemics,

(vii) quarantine restrictions,

(viii) strikes,

(ix) freight embargoes,

(x) unusually severe weather, or delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within 10 days from the beginning of any delay (unless extended by the Contracting Officer), notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of the Contracting Officer shall be final and conclusive on the parties, but subject to appeal under the Disputes clause.

(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Government.

The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.249-5000 BASIS FOR SETTLEMENT OF PROPOSALS

Actual costs will be used to determine equipment costs for a settlement proposal submitted on the total cost basis under FAR 49.206-2(b). In evaluating a terminations settlement proposal using the total cost basis, the following principles will be applied to determine allowable equipment costs:

(5) Actual costs for each piece of equipment, or groups of similar serial or series equipment, need not be available in the contractor's accounting records to determine total actual equipment costs.

(6) If equipment costs have been allocated to a contract using predetermined rates , those charges will be adjusted to actual costs.

(3) Recorded job costs adjusted for unallowable expenses will be used to determine equipment operating expenses.

(4) Ownership costs (depreciation) will be determined using the contractor's depreciation schedule (subject to the provisions of FAR 31.205-11).

(5) License, taxes, storage and insurance costs are normally recovered as an indirect expense and unless the contractor charges these costs directly to contracts, they will be recovered through the indirect expense rate.

(End of Clause)

52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(7) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of clause)

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)

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (MAR 1999)

(a) Definitions. As used in this clause—

(1) “Arising out of a contract with the DoD” means any act in connection with—

(i) Attempting to obtain;

(ii) Obtaining, or

(iii) Performing a contract or first-tier subcontract of any agency, department, or component of the Department of Defense (DoD).

(2) "Conviction of fraud or any other felony" means any conviction for fraud or a felony in violation of state or Federal criminal statutes, whether entered on a verdict or plea, including a plea of *nolo contendere*, for which sentence has been imposed.

(3) "Date of conviction" means the date judgment was entered against the individual.

(b) Any individual who is convicted after September 29, 1988, of fraud or any other felony arising out of a contract with the DoD is prohibited from serving--

(1) In a management or supervisory capacity on any DoD contract or first-tier subcontract;

(2) On the board of directors of any DoD contractor or first-tier subcontractor;

(3) As a consultant, agent, or representative for any DoD contractor or first-tier subcontractor; or

(4) In any other capacity with the authority to influence, advise, or control the decisions of any DoD contractor or subcontractor with regard to any DoD contract or first-tier subcontract.

(c) Unless waived, the prohibition in paragraph (b) of this clause applies for not less than 5 years from the date of conviction.

(d) 10 U.S.C. 2408 provides that a defense contractor or first-tier subcontractor shall be subject to a criminal penalty of not more than $500,000 if convicted of knowingly—

(1) Employing a person under a prohibition specified in paragraph (b) of this clause; or

(2) Allowing such a person to serve on the board of directors of the contractor or first-tier subcontractor.

(e) In addition to the criminal penalties contained in 10 U.S.C. 2408, the Government may consider other available remedies, such as—

(1) Suspension or debarment;

(2) Cancellation of the contract at no cost to the Government; or

(3) Termination of the contract for default.

(f) The Contractor may submit written requests for waiver of the prohibition in paragraph (b) of this clause to the Contracting Officer. Requests shall clearly identify—

(1) The person involved;

(2) The nature of the conviction and resultant sentence or punishment imposed;

(3) The reasons for the requested waiver; and

(4) An explanation of why a waiver is in the interest of national security.

(g) The Contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial items or components.

(h) Pursuant to 10 U.S.C. 2408(c), defense contractors and subcontractors may obtain information as to whether a particular person has been convicted of fraud or any other felony arising out of a contract with the DoD by contacting The Office of Justice Programs, The Denial of Federal Benefits Office, U.S. Department of Justice, telephone (202) 616-3507.

(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)

252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)

(a) Definition.

"Cooperative agreement holder" means a State or local government; a private, nonprofit organization; a tribal organization (as defined in section 4(c) of the Indian Self-Determination and Education Assistance Act (Pub. L. 93-268; 25 U.S.C. 450 (c))); or an economic enterprise (as defined in section 3(e) of the Indian Financing Act of 1974 (Pub. L. 93-362; 25 U.S.C. 1452(e))) whether such economic enterprise is organized for profit or nonprofit purposes; which has an agreement with the Defense Logistics Agency to furnish procurement technical assistance to business entities.

(b) The Contractor shall provide cooperative agreement holders, upon their request, with a list of those appropriate employees or offices responsible for entering into subcontracts under defense contracts. The list shall include the business address, telephone number, and area of responsibility of each employee or office.

(c) The Contractor need not provide the listing to a particular cooperative agreement holder more frequently than once a year.

(End of clause)

252.209-7000 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ONSITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995)

(a) The Contractor shall not deny consideration for a subcontract award under this contract to a potential subcontractor subject to on-site inspection under the INF Treaty, or a similar treaty, solely or in part because of the actual or potential presence of Soviet inspectors at the subcontractor's facility, unless the decision is approved by the Contracting Officer.

(b) The Contractor shall incorporate this clause, including this paragraph (b), in all solicitations and contracts exceeding the simplified acquisition threshold in part 13 of the Federal Acquisition Regulation, except those for commercial items.

(End of clause)

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of $25,000 with a firm, or subsidiary of a firm, that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement and Nonprocurement Programs.

(End of clause)

252.219-7003 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (APR. 1996)

This clause supplements the Federal Acquisition Regulation 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, clause of this contract.

(a) *Definitions. Historically black colleges and universities,* as used in this clause, means institutions determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

*Minority institutions,* as used in this clause, means institutions meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)). The term also includes Hispanic-serving institutions as defined in section 316(b)(1) of such Act (20 U.S.C. 1059c(b)(1)).

(b) Except for company or division-wide commercial items subcontracting plans, the term *small disadvantaged business,* when used in the FAR 52.219-9 clause, includes historically black colleges and universities and minority institutions, in addition to small disadvantaged business concerns.

(c) Work under the contract or its subcontracts shall be credited toward meeting the small disadvantaged business concern goal required by paragraph (d) of the FAR 52.219-9 clause when:

(1) It is performed on Indian lands or in joint venture with an Indian tribe or a tribally-owned corporation, and

(2) It meets the requirements of 10 U.S.C. 2323a.

(d) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C. 46-48), may be counted toward the Contractor's small business subcontracting goal.

(e) A mentor firm, under the Pilot Mentor-Protege Program established under Section 831 of Pub. L. 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded--

(f) The master plan approval referred to in paragraph (f) of the FAR 52.219-9 clause is approval by the Contractor's cognizant contract administration activity.

(g) In those subcontracting plans which specifically identify small, small disadvantaged, and women-owned small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small, small disadvantaged, or women-owned small businesses for the firms listed in the subcontracting plan.

Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

(End of clause)

252.223-7004 DRUG-FREE WORK FORCE (SEP 1988)

(a) Definitions.

(1) "Employee in a sensitive position," as used in this clause, means an employee who has been granted access to classified information; or employees in other positions that the Contractor determines involve national security; health or safety, or functions other than the foregoing requiring a high degree of trust and confidence.

(2) "Illegal drugs," as used in this clause, means controlled substances included in Schedules I and II, as defined by section 802(6) of title 21 of the United States Code, the possession of which is unlawful under chapter 13 of that Title. The term "illegal drugs" does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law.

(b) The Contractor agrees to institute and maintain a program for achieving the objective of a drug-free work force. While this clause defines criteria for such a program, contractors are encouraged to implement alternative approaches comparable to the criteria in paragraph (c) that are designed to achieve the objectives of this clause.

(c) Contractor programs shall include the following, or appropriate alternatives:

(1) Employee assistance programs emphasizing high level direction, education, counseling, rehabilitation, and coordination with available community resources;

(2) Supervisory training to assist in identifying and addressing illegal drug use by Contractor employees;

(3) Provision for self-referrals as well as supervisory referrals to treatment with maximum respect for individual confidentiality consistent with safety and security issues;

(4) Provision for identifying illegal drug users, including testing on a controlled and carefully monitored basis. Employee drug testing programs shall be established taking account of the following:

(i) The Contractor shall establish a program that provides for testing for the use of illegal drugs by employees in sensitive positions. The extent of and criteria for such testing shall be determined by the Contractor based on considerations that include the nature of the work being performed under the contract, the employee's duties, and efficient use of Contractor resources, and the risks to health, safety, or national security that could result from the failure of an employee adequately to discharge his or her position.

(ii) In addition, the Contractor may establish a program for employee drug testing--

(A) When there is a reasonable suspicion that an employee uses illegal drugs; or

(B) When an employees has been involved in an accident or unsafe practice;

(C) As part of or as a follow-up to counseling or rehabilitation for illegal drug use;

(D) As part of a voluntary employee drug testing program.

(iii) The Contractor may establish a program to test applicants for employment for illegal drug use.

(iv) For the purpose of administering this clause, testing for illegal drugs may be limited to those substances for which testing is prescribed by section 2..1 of subpart B of the "Mandatory Guidelines for Federal Workplace Drug Testing Programs" (53 FR 11980 (April 11, 1988), issued by the Department of Health and Human Services.

(d) Contractors shall adopt appropriate personnel procedures to deal with employees who are found to be using drugs illegally. Contractors shall not allow any employee to remain on duty or perform in a sensitive position who is found to use illegal drugs until such times as the Contractor, in accordance with procedures established by the Contractor, determines that the employee may perform in such a position.

(e) The provisions of this clause pertaining to drug testing program shall not apply to the extent that are inconsistent with state or local law, or with an existing collective bargaining agreement; provided that with respect to the latter, the Contractor agrees those issues that are in conflict will be a subject of negotiation at the next collective bargaining session.

(End of clause)

252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)

(a) "Definitions".

As used in this clause --

(1) "Storage" means a non-transitory, semi-permanent or permanent holding, placement, or leaving of material. It does not include a temporary accumulation of a limited quantity of a material used in or a waste generated or resulting from authorized activities, such as servicing, maintenance, or repair of Department of Defense (DoD) items, equipment, or facilities.

(2) "Toxic or hazardous materials" means:

(i) Materials referred to in section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980 (42 U.S.C. 9601(14)) and materials designated under section 102 of CERCLA (42 U.S.C. 9602) (40 CFR part 302);

(ii) Materials that are of an explosive, flammable, or pyrotechnic nature; or

(iii) Materials otherwise identified by the Secretary of Defense as specified in DoD regulations.

(b) In accordance with 10 U.S.C. 2692, the Contractor is prohibited from storing or disposing of non-DoD-owned toxic or hazardous materials on a DoD installation, except to the extent authorized by a statutory exception to 10 U.S.C. 2692 or as authorized by the Secretary of Defense or his designee.

(End of clause)

252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (FEB 2003)

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

(1) Component means any item supplied to the Government as part of an end product or of another component.

(2) End product means supplies delivered under a line item of this contract.

(b) The Contractor shall deliver under this contract only such of the following items, either as end products or components, that have been grown, reprocessed, reused, or produced in the United States, its possessions, or Puerto Rico:

(1) Food.

(2) Clothing.

(3) Tents, tarpaulins, or covers.

(4) Cotton and other natural fiber products.

(5) Woven silk or woven silk blends.

(6) Spun silk yarn for cartridge cloth.

(7) Synthetic fabric, and coated synthetic fabric, including all textile fibers and yarns that are for use in such fabrics.

(8) Canvas products.

(9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles).

(10) Any item of individual equipment (Federal Supply Class 8465) manufactured from or containing fibers, yarns, fabrics, or materials listed in this paragraph (b).

(c) This clause does not apply--

(1) To items listed in section 25.104(a) of the Federal Acquisition Regulation (FAR), or other items for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;

(2) To end products incidentally incorporating cotton, other natural fibers, or wool, for which the estimated value of the cotton, other natural fibers, or wool--

(i) Is not more than 10 percent of the total price of the end product; and (ii) Does not exceed the simplified acquisition threshold in FAR part 2;

(3) To foods that have been manufactured or processed in the United States, its possessions, or Puerto Rico, regardless of where the foods (and any component if applicable) were grown or produced, except that this clause does apply to fish, shellfish, or seafood manufactured or processed in the United States and fish, shellfish, or seafood contained in foods manufactured or processed in the United States;

(4) To chemical warfare protective clothing produced in the countries listed in subsection 225.872-1 of the Defense FAR Supplement; or

(5) To fibers and yarns that are for use in synthetic fabric or coated synthetic fabric (but does apply to the synthetic or coated synthetic fabric itself), if--

(i) The fabric is to be used as a component of an end product that is not a textile product. Examples of textile products, made in whole or in part of fabric, include--

(A) Draperies, floor coverings, furnishings, and bedding (Federal Supply Group 72, Household and Commercial Furnishings and Appliances);

(B) Items made in whole or in part of fabric in Federal Supply Group 83, Textile/leather/furs/apparel/findings/ tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and Insignia;

(C) Upholstered seats (whether for household, office, or other use); and

(D) Parachutes (Federal Supply Class 1670); or

(ii) The fibers and yarns are para-aramid fibers and yarns manufactured in the Netherlands.

(End of clause)

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (APR 2003)

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

(1) Foreign person means any person (including any individual, partnership, corporation, or other form of association) other than a United States person.

(2) United States person is defined in 50 U.S.C. App. 2415(2) and means--

(i) Any United States resident or national (other than an individual resident outside the United States who is employed by other than a United States person);

(ii) Any domestic concern (including any permanent domestic establishment of any foreign concern); and

(iii) Any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern.

(b) Certification. If the offeror is a foreign person, the offeror certifies, by submission of an offer, that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. 2407(a) prohibits a United States person from taking.

(End of provision)

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

When the allowability of costs under this contract is determined in accordance with part 31 of the Federal Acquisition Regulation (FAR), allowability shall also be determined in accordance with part 231 of the Defense FAR Supplement, in effect on the date of this contract.

(End of clause)

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

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

(b) The price breakdown --

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

(i) Material;

(ii) Labor;

(iii) Equipment;

(iv) Subcontracts; and

(v) Overhead; and

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

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

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

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

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

(b) The Contractor shall--

(1) Check all drawings furnished immediately upon receipt;

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

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

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

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

(c) In general--

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

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

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

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

| Title | File | Drawing No. |
|---|---|---|

**NO DRAWINGS INCLUDED WITH THIS SOLICITATION**

(End of clause)

252.236-7004 PAYMENT FOR MOBILIZATION AND DEMOBILIZATION (DEC 1991)

(a) The Government will pay all costs for the mobilization and demobilization of all of the Contractor's plant and equipment at the contract lump sum price for this item.

(1) Sixty (60) percent of the lump sum price upon completion of the contractor's mobilization at the work site.

(2) The remaining forty (40) percent upon completion of demobilization.

(b) The Contracting Officer may require the Contractor to furnish cost data to justify this portion of the bid if the Contracting Officer believes that the percentages in paragraphs (a) (1) and (2) of this clause do not bear a reasonable relation to the cost of the work in this contract.

(1) Failure to justify such price to the satisfaction of the Contracting Officer will result in payment, as determined by the Contracting Officer, of --

(i) Actual mobilization costs at completion of mobilization;

(ii) Actual demobilization costs at completion of demobilization; and

(iii) The remainder of this item in the final payment under this contract.

(2) The Contracting Officer's determination of the actual costs in paragraph (b)(1) of this clause is not subject to appeal.

252.236-7008 CONTRACT PRICES - BIDDING SCHEDULES. (DEC 1991)

(a) The Government's payment for the items listed in the Bidding Schedule shall constitute full compensation to the Contractor for --

(1) Furnishing all plant, labor, equipment, appliances, and materials; and

(2) Performing all operations required to complete the work in conformity with the drawings and specifications.

(b) The Contractor shall include in the prices for the items listed in the Bidding Schedule all costs for work in the specifications, whether or not specifically listed in the Bidding Schedule.

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

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

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

---
(Official's Name)
---
(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including--

(1) Cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and

(2) Information other than cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to----

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustment under an incentive provision of the contract.

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002)

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

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

| ITEM DESCRIPTION | CONTRACT LINE ITEMS | QUANTITY |
|---|---|---|
| | | |
| | | |
| | | |
| | | |

TOTAL_____

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor --

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause; including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties--

(1) In all subcontracts under this contract, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for--

(i) Noncommercial items; or

(ii) Commercial items that--

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(End of clause)

**General Decision Number: IL030011 06/13/2003**

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 General Decision Number: IL030011  06/13/2003
 Superseded General Decision No. IL020011
 State: Illinois
 Construction Type:
 HEAVY
 HIGHWAY
 County(ies):
 BOONE              KANE                MCHENRY
 DE KALB            KENDALL             WILL
 DU PAGE            LAKE
 HEAVY AND HIGHWAY CONSTRUCTION PROJECTS (does not include
 landscape projects).
 Modification Number     Publication Date
             0             06/13/2003
COUNTY(ies):
BOONE              KANE                MCHENRY
DE KALB            KENDALL             WILL
DU PAGE            LAKE
 CARP0174C  06/01/1999
                                    Rates           Fringes
WILL COUNTY
 CARPENTERS & PILEDRIVERS            27.11          10.60
-----------------------------------------------------------------
 CARP0363C  06/01/1999
                                    Rates           Fringes
KANE, McHENRY (North of Hwy 52), AND KENDALL COUNTIES
 CARPENTERS,  PILEDRIVERS            27.28           8.12
-----------------------------------------------------------------
 CARP0555C  06/01/1999
                                    Rates           Fringes
DUPAGE ANE LAKE COUNTIES
 CARPENTERS                          28.20           7.20
-----------------------------------------------------------------
 CARP0790C  08/01/2002
                                    Rates           Fringes
DEKALB COUNTY
 CARPENTERS                          23.79          10.70
-----------------------------------------------------------------
 CARP0792C  08/01/2002
                                    Rates           Fringes
BOONE COUNTY:
 CARPENTERS                          24.43          10.06
-----------------------------------------------------------------
 ELEC0009C  05/28/2002
                                    Rates           Fringes
WILL COUNTY
 LINE CONSTRUCTION:
  Lineman                            32.45           38.72%
  Equipment Operator                 32.45           38.72%
  Groundman                          25.31           38.72%
-----------------------------------------------------------------
 ELEC0117A  06/01/2000
                                    Rates           Fringes
KANE (Northern 1/2), AND McHENRY COUNTIES:
 ELECTRICIANS                        32.15           37.75%
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ELEC0150A 06/01/2000

| | Rates | Fringes |
|---|---|---|
| LAKE COUNTY | | |
| ELECTRICIANS | 29.64 | 14.65 |

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ELEC0196A 01/01/2003

| | Rates | Fringes |
|---|---|---|
| BOONE, DEKALB, DUPAGE, KANE, KENDALL, LAKE, & MCHENRY COUNTIES: | | |
| LINE CONSTRUCTION: | | |
| Lineman, Digger Operator, Crane Op. 20 tons or above | 30.99 | 2.75+25.5%+A |
| Equipment Operator | 26.16 | 2.75+25.5%+A |
| Groundman | 20.45 | 2.75+25.5%+A |
| Truck Driver | 21.09 | 2.75+25.5%+A |

FOOTNOTE:

A. PAID HOLIDAYS: Memorial Day, Independence Day Labor Day, and Thanksgiving Day

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ELEC0364C 12/01/1993

| | Rates | Fringes |
|---|---|---|
| BOONE & DEKALB (Except Sandwich TWP) COUNTIES | | |
| ELECTRICIANS | 23.00 | 1.60+10.5% |
| DEKALB (Sandwich TWP), KANE (Aurora, Sugar Grove, Big Rock, Kaneville, Blackberry, Batavia, Geneva TWPS and the City of St. Charles, AND KENDALL COUNTIES | | |
| ELECTRICIANS | 21.25 | 21.5% |

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ELEC0701A 06/01/2001

| | Rates | Fringes |
|---|---|---|
| DUPAGE COUNTY | | |
| ELECTRICIANS | 29.20 | 58.03% |

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ENGI0150S 06/01/2001

| | Rates | Fringes |
|---|---|---|
| BOONE AND DE KALB COUNTIES | | |
| POWER EQUIPMENT OPERATORS: | | |
| GROUP 1 | 29.15 | 10.65 |
| GROUP 2 | 28.60 | 10.65 |
| GROUP 3 | 27.30 | 10.65 |
| GROUP 4 | 25.75 | 10.65 |
| GROUP 5 | 24.40 | 10.65 |

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt Plant; Asphalt Heater and Planer combination; Asphalt Spreader; Asphalt Silo Tender; Autograder, GOMACO or similar; Belt Loader; Caisson Rigs; Car Dumper, Central Redi-Mix Plant; Combination Backhoe Front End Loader Machine (1 cu yd or over Backhoe bucket with attachments); Backhoe with Shear attachment; Concrete Breaker (truck mounted); Concrete Conveyor; Concrete Paver over 27E cu ft; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Hammerhead, Linden, Peco and machines of a like nature; Creter Crane; Crusher, stone; Derricks; Derrick Boats; Derricks, traveling; Dredges; Field Mechanic Welder; Formless Curb and Gutter Machine; Gradall and machines of a like nature; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver mounted; Hoists, one, two, and three Drum; Hydraulic Backhoes; Locomotive, all Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill-Crawler or Skid Rig; Rock Drill truck mounted; Roto Mill Grinder, 36" and over; Roto Mill Grinder, less than 36"; Slip- Form Paver; Soil Test Drill Rig, truck mounted; Straddle Buggies; GCI Crane and similar; Hydraulic Telescoping

Form (tunnel); Tie Back MAchine; Tractor Drawn Belt Loader: Tractor Drawn Belt Loader with attached Pusher; Tractor with boom; Tractaire with attachment; Traffic Barrier Conveyor Machine; Raised or Blind Hoe Drill (Tunnel & Shaft); Trenching Machine; Truck Mounted Concrete Pump with boom; Truck mounted Concrete Conveyor; Underground Boring and/or Mining Machines under 5 ft; Wheel Excavator & Widener (Apsco)
GROUP 2: Batch Plant; Bituminous Mixer; Bobcats over .75 cu yd; Boiler and Throttle Valve; Bulldozer; Car Loader Trailing Conveyors; Combination Backkhoe Front End Loader Machine, less than 1 cu yd Backhoe Bucket with attachments; Compressor and Throttle Valve; Compressor, common receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S series to and including 27 cu ft; Concrete Spreader; Concrete Curing Machine, Burlap Machine; Belting Machine and Sealing Machine; Conveyor Muck Cars (Haglund or similar type); Finishing Machine-Concrete; Greaser Engineer; Highlift Shovels or Front End Loader; Hoist-Sewer Dragging Machine; Hydraulic Boom Trucks, all attachments; Locomotives, Dinky; Pump Cretes, Squeeze Cretes-Screw Type pumps, Gypsum Bulker and Pump; Roller Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc self-Propelled; Scoops-Tractor Drawn; Self-propelled Compactor; Spreader-Chip-Stone etc; Scraper; Scraper-Prime Mover in Tandem regardless of size (add $1.00 to to Group 2 hourly rate for each hour and for each machine attached thereto); Tank Car Heater; Tractors, Push, pulling Sheeps Foot, Disc, or Compactor, etc; Tug Boats
GROUP 3: Boilers; Brooms, all power propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer, two bag and over; Conveyor, Portable; Farm type Tractors used for mowing, seeding, etc; Fireman on Boilers; Forklift Trucks; Grouting Machines; Hoists, Automatic; Hoists, all Elevators; Hoists, Tugger single Drum; Jeep Diggers; Pipe Jacking Machines; Post-hole Digger; Power Saw, Concrete, Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with A-Frame; Work Boats; Tamper-Form motor driven
GROUP 4: Air compressor - Small 185 and under (1 to 5 not to exceed a total of 300 ft); Air Compressor - Large over 185; Asphalt Spreader Backend Man; Combination - Small Equipment Operator; Generators - Small 50 kw and under; Generators - Large , over 50 kw; Heaters, Mechanical; Hydraulic power unit (Pile Driving, Extracting or Drilling); Light Plants All (1 to 5); Pumps, over 3" (1 to 3, not to exceed a total of 300 ft); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 small electric drill winches; Bobcats up to and including .75 cu yd
GROUP 5: Oilers
PREMIUM PAY:
Long Boom :
Cranes & Derricks 90' to 150' including jib receive an extra $.50 per hour.
Cranes & Derricks over 150' including jib receive an extra $.50 per hour plus an additional $.10 for each additional 10' of boom or jib.
Capacity Pay:
Cranes & Derricks with maximum capacity exceeding 50 ton with less than 90' of boom or jib shall be compensated $.01 per hour for each ton of the rated capacity in excess of 50 ton.
Long Boom pay and Capacity pay cannot be combined.
Crane mounted earth auger, raised and blind hole drills, and truck mounted drill rigs receive an extra $.50 per hour.
Creter Cranes:
When the Creter Crane is equipped with a conveyor system capable

of extending 70' or more, the engineer shall receive an extra $.50 per hour.

Truck Mounted Concrete Pumps:
When the Truck Mounted Concrete Pump is equipped with a boom, which is capable of extending 90' or more, the engineer shall receive $.50 per hour extra.

Truck Mounted Concrete Conveyor:
Truck Mounted Concrete Conveyors equipped with conveyors that are capable of extending 90' or more, the engineer shall receive an extra $.50 per hour.

Underground Work:
Employees working in tunnels, shafts, etc. shall be paid an additional $.40 per hour. Employees working under air pressure 1/2 pound to 7 pounds shall receive an additional $.50 per hour. Employees working under air pressure of 7 pounds or over shall receive $.65 per hour more.

Mining Machines- Boring Machines:
The crew operating and maintaining the Mining Machines shall be compensated an additional $.50 per hour.

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ENGI9150C 06/01/2002

| | Rates | Fringes |
|---|---|---|
| DU PAGE, KANE, KENDALL, LAKE, MC HENRY, AND WILL COUNTIES: | | |
| POWER EQUIPMENT OPERATORS: | | |
| GROUP 1 | 32.05 | 11.85 |
| GROUP 2 | 31.50 | 11.85 |
| GROUP 3 | 29.45 | 11.85 |
| GROUP 4 | 28.05 | 11.85 |
| GROUP 5 | 26.85 | 11.85 |

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt Plant*; Asphalt Heater and Planer combination; Asphalt Heater Scarfire*,Asphalt Spreader; Autograder/ GOMACO or similar; ABG Paver*, Backhoes with Caisson attachment*, Ballast Regulator,Belt Loader*;Caisson Rigs*Car Dumper, Central Redi-Mix Plant*,Combination Backhoe; Front End Loader Machine (1 cu yd or over Backhoe bucket or with attachments); Concrete Breaker (truck mounted);Concrete Conveyor; Concrete Paver over 27E cu ft*; Concrete Placer*; Concrete Tube Float; Cranes, all attachments*; Cranes, Hammerhead, Linden, Peco and machines of a like nature*; Creter Crane; Crusher, stone; All Derricks; Derrick Boats; Derricks, traveling*; Dowell Machine with Air Compressor ($1.00 above Class 1); Dredges*; Field Mechanic Welder; Formless Curb and Gutter Machine*; Gradall and machines of a like nature*; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver mounted*; Hoists, one, two, and three Drum; Hydraulic Backhoes*; Backhoes with Shear attachments*; Mucking Machine; Pile Drivers and Skid Rig*; Pre-Stress Machine; Pump Cretes Dual Ram (requires frequent lubrication and water)*; Rock Drill-Crawler or Skid Rig*; Rock Drill truck mounted*; Rock/ Track Tamper; Roto Mill Grinder, (36" and over)*; Slip-Form Paver*; Soil Test Drill Rig, truck mounted*; Straddle Buggies; Hydraulic Telescoping Form (tunnel); Tractor Drawn Belt Loader*; Tractor Drawn Belt Loader with attached Pusher(two engineers); Tractor with boom; Tractaire with attachment; Traffic Barrier Transfer Machine*; Trenching Machine; Truck Mounted Concrete Pump with boom*; Underground Boring and/or Mining Machines 5 ft in diameter and over tunnel, etc.*; Wheel Excavator* & Widener (Apsco); Raised or Blind Hoe Drill, Tunnel & Shaft*

GROUP 2: Batch Plant*; Bituminous Mixer; Boiler and Throttle Valve; Bulldozer; Car Loader Trailing Conveyors; Combination Backkhoe Front End Loader Machine, (less than 1 cu yd Backhoe Bucket with attachments); Compressor and Throttle Valve;

Compressor, common receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S series to and including 27 cu ft; Concrete Spreader; Concrete Curing Machine; Burlap Machine; Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or similar type); Drills (all); Finishing Machine-Concrete; Greaser Engineer; Highlift Shovels or Front End Loader; Hoist-Sewer Dragging Machine; Hydraulic Boom Trucks, all attachments; Hydro-Blaster (requires two operators); Laser Screed*; Locomotives, Dinky; Off-Road Hauling Units (including articulating); Pump Cretes; Squeeze Cretes-Screw Type pumps, Gypsum Bulker and Pump; Roller Asphalt; Rotary Snow Plows; Rototiller, Seaman, self-Propelled; Scoops-Tractor Drawn; Self-propelled Compactor; Spreader-Chip-Stone; Scraper; Scraper-Prime Mover in Tandem regardless of size (add $1.00 to Group 2 hourly rate for each hour and for each machine attached thereto add $1.00 to Group 2 hourly rate for each hour); Tank Car Heater; Tractors, Push, pulling Sheeps Foot, Disc, or Compactor, etc; Tug Boats

GROUP 3: Boilers; Brooms, all power propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer, two bag and over; Conveyor, Portable; Farm type Tractors used for mowing, seeding, etc; Fireman on Boilers; Forklift Trucks; Grouting Machines; Hoists, Automatic; Hoists, all Elevators; Hoists, Tugger single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-hole Digger; Power Saw, Concrete, Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with A-Frame; Work Boats; Tamper-Form motor driven

GROUP 4: Air compressor - Small 250 and under (1 to 5 not to exceed a total of 300 ft); Air Compressor - Large over 250; Combination - Small Equipment Operator; Directional Boring Machine; Generators - Small 50 kw and under; Generators - Large , over 50 kw; Heaters, Mechanical; Hydraulic power unit (Pile Driving, Extracting or Drilling); Light Plants (1 to 5); Pumps, over 3" (1 to 3, not to exceed a total of 300 ft); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 small electric drill winches;

GROUP 5: Bobcats (All); Brick Forklifts; Oilers; Directional Boring

*-Requires Oiler

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IRON0001H 06/01/2002

| | Rates | Fringes |
|---|---|---|
| LAKE, DUPAGE (Eastern 1/4), AND McHENRY (Hebron, Woodstock and East thereof) COUNTIES: | | |
| IRONWORKERS: | | |
| Structural and Reinforcing | 32.58 | 16.01 |
| Sheeters | 32.83 | 16.01 |

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IRON0063C 06/01/2002

| | Rates | Fringes |
|---|---|---|
| LAKE, DUPAGE (Eastern 1/4) & McHENRY (HEBRON, WOODSTOCK & EAST THEREOF) COUNTIES: | | |
| ORNAMENTAL IRONWORKER | 29.85 | 15.19 |

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IRON0063D 01/01/2003

| | Rates | Fringes |
|---|---|---|
| LAKE, DUPAGE (Eastern 1/4) & McHENRY (HEBRON, WOODSTOCK & EAST THEREOF) COUNTIES: | | |
| FENCE ERECTORS | 29.83 | 14.89 |
| METAL FENCE ERECTORS | 22.54 | 12.04 |

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IRON0136B 07/01/2002

| | Rates | Fringes |
|---|---|---|
| LAKE, DUPAGE (Eastern 1/4) & McHENRY (HEBRON, WOODSTOCK & East thereof) COUNTIES | | |
| MACHINE MOVERS & RIGGERS | 23.65 | 17.42 |

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IRON0393C 06/01/2002

| | Rates | Fringes |
|---|---|---|
| DEKALB (Remainder), DUPAGE (Except Argonne & vic.), KANE, KENDALL (N. part), & McHENRY (S.E. part) COUNTIES | | |
| IRONWORKERS | 31.49 | 16.22 |

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IRON0444C 06/01/2002

| | Rates | Fringes |
|---|---|---|
| KENDALL & WILL COUNTIES: | | |
| IRONWORKERS | 28.00 | 16.86 |

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IRON0498C 06/01/2002

| | Rates | Fringes |
|---|---|---|
| BOONE, DEKALB (EXCEPT SE), & MCHENRY (NW) COUNTIES. | | |
| IRONWORKERS | 28.50 | 17.375 |

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LABO0002L 06/01/2002

| | Rates | Fringes |
|---|---|---|
| DUPAGE COUNTY: | | |
| LABORERS (SEWER CONSTRUCTION): | | |
| GROUP 1 | 28.00 | 6.67 |
| GROUP 2 | 28.125 | 6.67 |
| GROUP 3 | 28.225 | 6.67 |
| GROUP 4 | 28.35 | 6.67 |
| GROUP 5 | 28.65 | 6.67 |

LABORER CLASSIFICATIONS

GROUP 1: Signalmen Top Laborers, and all other Laborers not Mentioned.

GROUP 2: Concrete Laborers; Steel Setters.

GROUP 3: Cement Carriers; Cement Mixers; Concrete Repairmen; Mortar Men; Scaffold Men; and Second Bottom Men.

GROUP 4: Bottom Men; Bracers-Bracing; Bricklayer's Tender; Catch Basin Digger; Drainlayer; Dynamiter; Form Men; Jackhammermen; Powerpac; Pipelayers; Rodders; Welders & Burners; Well Point System Men.

GROUP 5: Asbestos Abatement Laborers, Toxic and Hazardous Waste Removal Laborers & Dosimeter use (any device) Monitoring Nuclear Exposure.

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LABO0002M 06/01/2002

| | Rates | Fringes |
|---|---|---|
| DUPAGE COUNTY: | | |
| LABORERS (HEAVY & HIGHWAY CONSTRUCTION: | | |
| GROUP 1 | 28.00 | 6.67 |
| GROUP 2 | 28.075 | 6.67 |
| GROUP 3 | 28.15 | 6.67 |
| GROUP 4 | 28.325 | 6.67 |
| GROUP 5 | 28.65 | 6.67 |

LABORERS CLASSIFICATIONS

GROUP 1: Common laborers; Tenders; Material expeditor (asphalt plant); Street paving, grade separation, sidewalk, curb & gutter, strippers & all laborers not otherwise mentioned

GROUP 2: Asphalt tampers & smoothers; Cement gun laborers

GROUP 3: Cement gun nozzle (laborers) gunite

GROUP 4: Rakers, lutemen; Machine-screwmen; Kettlemen; Mixermen; Drum-men; Jackhammermen (asphalt); Paintmen; Mitre box spreaders; Laborers on birch, overmen & Similar spreader equipment; Laborers

on APSCO; Laborers on air compressors; Paving form setters; Jackhammermen (concrete); Power driven concrete saws; other power equipment
GROUP 5 - Asbestos abatement laborers; toxic and hazardous waste removal laborers & dosimeter (any device) monitoring nuclear exposure

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LABO0002Y 06/01/2002

| | Rates | Fringes |
|---|---|---|
| DU PAGE COUNTY | | |
| LABORERS (TUNNEL CONSTRUCTION): | | |
| GROUP 1 | 28.00 | 6.67 |
| GROUP 2 | 28.125 | 6.67 |
| GROUP 3 | 28.225 | 6.67 |
| GROUP 4 | 28.35 | 6.67 |
| GROUP 5 | 28.65 | 6.67 |

LABORERS CLASSIFICATIONS
GROUP 1: Cage tenders; Dumpmen; Flagmen; Signalmen; Top laborers
GROUP 2: Air hoist operator; Key board operator; concrete laborer; Grout; Lock tenders (Free Air Side); Steel setters; Tuggers; Switchmen; Car pusher
GROUP 3: Concrete repairmen; Lock tenders (pressure side); Mortar men; Muckers; Grout machine operators; Track layers
GROUP 4: Air trac drill operator; Miner; Bricklayer tenders; Concrete blower operator; Drillers; Dynamiters; Erector operator; Form men; Jackhammermen; Powerpac; Mining machine operators; Mucking machine operator; Laser beam operator; Liner plate and ring setters; Shield drivers; Power knife operator; Welder-burners; Pipe jacking machine operator; skinners; Maintenance technician
GROUP 5: Asbestos abatement laborer; Toxic and hazardous waste removal laborer; Dosimeter (any device) monitoring nuclear exposure

| | | |
|---|---|---|
| COMPRESSED AIR | | |
| 0 - 15 lbs. | 29.00 | 6.67 |
| 16 - 20 lbs. | 30.50 | 6.67 |
| 21 - 26 lbs. | 31.00 | 6.67 |
| 27 - 33 lbs. | 32.00 | 6.67 |
| 34 lbs. and over | 33.00 | 6.67 |

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LABO0032G 05/01/2002

| | Rates | Fringes |
|---|---|---|
| DEKALB COUNTY: | | |
| LABORERS: | | |
| GROUP 1 | 20.84 | 10.57 |
| GROUP 2 | 21.94 | 10.57 |

LABORERS CLASSIFICATIONS
GROUP 1: Carpenter Tender, Tool Cribman, Fireman or Salamander Tender, Flagman, Gravel Box Man, Dumpman & Spotter, Form Handler, Material Handler, Fencing Laborer, Cleaning Lumber, Pit Man, Material Checker, Unloading Explosives, Asphalt Workers with Machine & Layers, Asphalt Plant Laborer, Wrecking, Fireproofing, Janitors; Driving Stakes, Stringlines for all Machinery, Window Cleaning, Demolition Workers
GROUP 2: Asbestos Abatement Worker; Hazardous Waste Worker Handling any Materials with any Foreign Matter Harmful to Skin or Clothing, Track Labor, Cement Handler, Chloride Handler, Unloading & Laborers with Steel Workers & Re-bars, Wet Concrete Workers, Tunnel Tenders in Free Air, Batch Dumper, Mason Tender, Kettle & Tar Man, Tank Cleaner, Plastic Installer, Scaffold Worker, Motorized Buggies or Motorized Unit Used For Wet Concrete or Handling of Building Materials, Laborers With De-Watering Systems, Sewer Workers Plus Depth, Vibrator Operator; Cement

Silica, Clay, Fly Ash, Lime & Plasters Handlers (Bulk or Bag); Cofferdam Worker Plus Depth, Concrete Paving, Placing, Cutting & Tying of Reinforcing, Deck Hand, Dredge Hand and Shore Laborer, Bankman on Floating Plant, Grade Checker, Power Tools, Front End Man on Chip Spreader, Caisson Worker Plus Depth, Gunnite Nozzleman, Leadman on Sewer Work, Welder, Cutter, Burner & Torchman, Chain Saw Operator, Jackhammer & Drill Operator, Layout Man and/or Tile Layer, Steel Form Setter - Street & Highway, Air Tamping Hammerman, Signal Man On Crane, Concrete Saw Operator, Screenman on Asphalt Paver, Tending Masons with Hot Material or Where Foreign Materials are used, Mortar Mixer Operator, Multiple Concrete Duct - Leadman, Luteman, Asphalt Raker Curb Asphalt Machine Operator, Ready Mix Scaleman Permanent Portable or Temporart Plant, Laborer Handling Masterplate or Similar Materials, Laser Beam Operator, Concrete Burning Machine Operator, Coring Machine Operator, Plaster Tender, Underpinning & Shoring of Buildings, Pump Man, Manhole & Catch Basin, Dirt & Stone Tamper, Hoseman on Concrete Pump.

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LABO0075B 06/01/2002

| | Rates | Fringes |
|---|---|---|
| WILL COUNTY: | | |
| LABORERS: | | |
| GROUP 1 | 28.00 | 6.67 |
| GROUP 2 | 28.10 | 6,67 |
| GROUP 3 | 28.15 | 6.67 |
| GROUP 4 | 28.25 | 6.67 |
| GROUP 5 | 28.60 | 6.67 |
| GROUP 6 | 28.75 | 6.67 |
| GROUP 7 | 28.65 | 6.67 |

LABORERS CLASSIFICATIONS

GROUP 1: Mortar mixers; Scaffolds; Sewer and trench work (ground level down to 8 feet); Catch basin and manhole diggers, mesh handling on road to work, Cement and mineral filler handler, concrete puddlers, Batch dumpers (cement & asphalt); Vibrator operator; Sand and Stone wheelers to mixer (handler); Concrete wheelers; Airtamping hammermen; Concrete & paving breakers; Rock drillers/ Jackhammermen; Chipping hammermen; Asphalt laborer; Chain and power saws; Pit men; Fencing laborers; Mason tender (mortar and brick wheeler); Kettlemen & tarmen, tank cleaners; Scaffold, staging laborers; Pot Firemen (tarmen); Heaters tender for any purpose; Water pumps (portable water pumps shall be tended by laborers if the employer determines tending is required); Rip rap; Handling of slab steel road forms in any manner (except road form setting); Setting center strips, Contraction and expansion joints (road work); Unloading and handling of lumber, brick, transite materials, cast iron water pipe, reinforced concrete rods, sewer and drain tile railroad tiles and all other creosoted materials, paving blocks and concrete forms; Handling of insulation of any type, all work involving the unloading of materials, fixtures, or furnishing, whether crated or uncrated; all mortar and composition mixers of sewer work; track laborers; Chimney and silo laborers working at a height of 1 to 48 feet; All laborers working on swing, suspended, or any type or make of scaffolding 1 to 48 feet; All laborers working inside a sphere or any type or make of tank; Working inside a sphere or any type or make of tank from bottom to a height of 48 feet; Form Strippers (any type); Mechanical or motorized buggies, for concrete or masons; Use of skid steer loads or any other machinery which replaces the wheelbarrow or buggy; Handling multiple concrete duct or any other type of pipe used in public utility work unless otherwise specified herein; Snapping of wall ties and removal of rods, drilling of anchor

bolt holes; Concrete or asphalt clipper type saws and self-propelled saws; Shoulder and grade laborers; All hydraulic electric and air or any other type of tools; Grouting and caulking; Cleaning lumber, Nail pulling, Deckhand; Dredgehand; Shore laborer; Bankmen on Floating Plant; Tool and material checkers; Signalmen and Flagmen on all construction work defined herein; Cleaning of debris; Removal of trees; Concrete curing, temporary concrete protection regardless of manner or materials used; Laborers on Apsco; Janitorial; Wrecking and demolition laborers

GROUP 2: Sewer and drain pipelayers and multiple concrete duct or any other type of pipe used on public utility work (ground level to 8 feet); Pumpcrete pipe handlers;

GROUP 3: Asphalt rakers; Hod Carriers; Plasterer Laborers; Gunnite laborers, Slab for setters on roads, highways, streets, airport runaways, and radii (any type of form) stringline men for all aforementioned work; Wage and tower drillers on land and floating plant used on dredging; Asphalt gunners and plug men (undercoating on road work); Mortar pump laborers; Plaster pump laborer

GROUP 4: Tunnel miners, and all laborers inside tunnel; air blown pipemen, torchmen (burners); Mortaring men on sewer and drain pipe (the applying of mortar and composition mixes), all bottom men on sewer work-all sewer and drain pipelayers-multiple concrete duct or any other type of pipe used on public utility work-8 feet or more below ground level, and all other sewer and trench laborers 8 feet or more below ground level regardless of excavation area; All labor work inside cofferdam; Use of a 10 foot or more drill steel for hand held drills; Caisson laborers ground level down 15 feet; All air tools 8 feet or more below ground level; All laborers working on swining-suspended of any type or make of scaffold, 48 feet to 100 feet; All chimney and silo laborers working at a height of 48 to 100 feet; All tamping hammers over 150 lbs.; All laborers working inside of a sphere or any type or make of tank at a height of 48 feet to 100 feet; all hydraulic, electric and air tools or any other type 8 feet or more below ground level; Vibrators-any type 8 feet or more below ground level

GROUP 5: Gunnite nozzle men; Caisson laborers and all tamping hammers from 150 lbs and over; from 15 feet below ground level down to 50 feet

GROUP 6: All underground cavern laborers; Caisson laborers 50 feet or more below ground level; Laborers working under radio active conditions (suiting up); Blasting men (Powdermen)

GROUP 7: Dosimeter (any device) used for monitoring nuclear exposure; Asbestos abatement worker; Toxic and hazardous waste removal laborer

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LABO0149B 06/01/2002

| | Rates | Fringes |
|---|---|---|
| BOONE, KANE, KENDALL, AND McHENRY COUNTIES | | |
| LABORERS: | | |
| GROUP 1 | 28.00 | 6.67 |
| GROUP 2 | 28.05 | 6.67 |
| GROUP 3 | 28.10 | 6.67 |
| GROUP 4 | 28.15 | 6.67 |
| GROUP 5 | 28.25 | 6.67 |
| GROUP 6 | 28.35 | 6.67 |
| GROUP 7 | 28.50 | 6.67 |
| GROUP 8 | 28.00 | 6.67 |
| GROUP 9 | 29.00 | 6.67 |

LABORERS CLASSIFICATIONS

GROUP 1: Common laborer, Asphalt laborer, Asphalt plant laborer,

Stripping laborer, Clipper type concrete saw, Self-propelled saws
GROUP 2: Air tampers & Vibrators.
GROUP 3: Mortar & Concrete mixers.
GROUP 4: Stringline & form setter; Torchman (demolition), Sheeting & Cribbing, Black top rakers & lutemen, Machine screwmen.
GROUP 5: Chain saw man, Jackhammer man, Drillman, Concrete breaders & air spade,.
GROUP 6: Tunnel laborers, Tile layers & bottom men.
GROUP 7: Caisson diggers, Dynamiters.
GROUP 8: Flagman.
GROUP 9: Asbestos apatement laborers, Toxic & hazardous waste removal laborers & Dosimeter (any device) monitoring nuclear exposure

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LABO0152B 06/01/2002

| | Rates | Fringes |
|---|---|---|
| LAKE COUNTY | | |
| LABORERS (SEWER CONSTRUCTION): | | |
| GROUP 1 | 28.00 | 6.67 |
| GROUP 2 | 28.225 | 6.67 |
| GROUP 3 | 28.35 | 6.67 |
| GROUP 4 | 29.00 | 6.67 |

LABORERS CLASSIFICATIONS
GROUP 1: General Laborers; Top Laborers; Flagman.
GROUP 2: Second Bottom Men.
GROUP 3: Well Point System; Jackhammermen (Tampers & Vibrators); Bottom Men; Pipe Layers on Drains; Pipe Layer Men; All Tunnel work.
GROUP 4: Asbestos Abatement Laborers; Toxic and Hazardous Waste Removal Laborers; Dosimeter (any device monitoring nuclear exposure)

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LABO0152C 06/01/2002

| | Rates | Fringes |
|---|---|---|
| LAKE COUNTY | | |
| LABORERS (HEAVY AND HIGHWAY CONSTRUCTION): | | |
| GROUP 1 | 28.00 | 6.67 |
| GROUP 2 | 28.075 | 6.67 |
| GROUP 3 | 28.125 | 6.67 |
| GROUP 4 | 28.255 | 6.67 |
| GROUP 5 | 28.15 | 6.67 |
| GROUP 6 | 29.00 | 6.67 |

LABORERS CLASSIFICATIONS
GROUP 1: General laborers; Asphalt plant
GROUP 2: Cement gun laborers.
GROUP 3: Asphalt Tampers and Smoothers
GROUP 4: Rakers and Lutemen; Machine screwman; Kettlemen; Mixermen, Drum-Men; Jackhammermen (Asphalt); Mite Box Spreaders; Laborers on birch overman and similar spreader equipment; Laborers on apsco; Laborers on Air Compressors; Paving Form Setters; Jackhammerman (Concrete); Power Drive Concrete Saws.
GROUP 5: Cement Gun Nozzle (Gunite)
GROUP 6: Asbestos abatement laborers; Toxic and hazardous waste removal laborers; Dosimeter (any device monitoring nuclear exposure)

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PAIN0014C 06/01/2000

| | Rates | Fringes |
|---|---|---|
| LAKE COUNTY: | | |
| PAINTERS, BRUSH | 27.50 | 8.27 |

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PAIN0014F 06/01/2000

| | Rates | Fringes |
|---|---|---|
| WILL COUNTY | | |
| PAINTERS: | 27.50 | 8.82 |

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PAIN0030C 05/01/2002

| | Rates | Fringes |
|---|---|---|
| DE KALB, DUPAGE, KANE, KENDALL, & McHENRY COUNTIES | | |
| PAINTERS: | | |
| Brush, Sandblaster, Spray | 29.66 | 8.15 |

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PAIN0030H 05/01/2002

| | Rates | Fringes |
|---|---|---|
| BOONE COUNTY | | |
| PAINTERS: | | |
| Brush & Roller | 26.30 | 7.90 |
| Sandblastimg | 26.30 | 7.90 |
| Spray | 26.30 | 7.90 |

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PLAS0161A 06/01/1993

| | Rates | Fringes |
|---|---|---|
| IROQUOIS AND KANKAKEE COUNTIES | | |
| CEMENT MASONS | 17.95 | 3.75 |

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PLAS0161B 06/01/2001

| | Rates | Fringes |
|---|---|---|
| WILL COUNTY | | |
| CEMENT MASONS | 27.50 | 11.23 |

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PLAS0362A 06/01/2001

| | Rates | Fringes |
|---|---|---|
| LAKE COUNTY | | |
| CEMENT MASONS | 27.50 | 10.93 |

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PLAS0382A 06/01/1994

| | Rates | Fringes |
|---|---|---|
| BOONE COUNTY | | |
| CEMENT MASONS | 19.00 | 7.07 |

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PLAS0638B 07/01/1995

| | Rates | Fringes |
|---|---|---|
| DE KALB, KANE, KENDALL, AND McHENRY COUNTIES | | |
| CEMENT MASONS | 24.00 | 7.11 |

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PLAS0803A 06/01/2001

| | Rates | Fringes |
|---|---|---|
| DUPAGE COUNTY: | | |
| CEMENT MASONS | 26.60 | 12.24 |

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TEAM0179C 06/01/2002

| | Rates | Fringes |
|---|---|---|
| GRUNDY, KENDALL & WILL COUNTIES: | | |
| TRUCK DRIVERS: | | |
| 2-3 AXLES | 27.55 | a |
| 4 AXLES | 27.70 | a |
| 5 AXLES | 27.90 | a |
| 6 AXLES | 28.10 | a |

FOOTNOTE:
a. $296.00 per week

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TEAM0301B 06/01/2002

| | Rates | Fringes |
|---|---|---|
| LAKE AND McHENRY COUNTIES | | |
| TRUCK DRIVERS: | | |

| | | |
|---|---|---|
| 2-3 AXLES | 25.25 | a |
| 4 AXLES | 25.40 | a |
| 5 AXLES | 25.60 | a |
| 6 AXLES | 25.80 | a |

FOOTNOTE:
a. $326.00 per week

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TEAM0325A 06/01/1997

| | Rates | Fringes |
|---|---|---|
| BOONE COUNTY: | | |
| TRUCK DRIVERS: | | |
| 2-3 Axles | 19.18 | 8.00 |
| 4 Axles | 19.33 | 8.00 |
| 5 Axles | 19.53 | 8.00 |
| 6 Axles | 19.73 | 8.00 |

FOOTNOTE:
Additional 20 cents per axle over 6 axles

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TEAM0330B 06/01/2002

| | Rates | Fringes |
|---|---|---|
| KANE (N. of Roosevelt Road) COUNTY: | | |
| TRUCK DRIVERS: | | |
| 2-3 AXLES | 26.40 | a |
| 4 AXLES | 26.55 | a |
| 5 AXLES | 26.75 | a |
| 6 AXLES | 26.95 | a |

FOOTNOTE:
a. $280.00 per week

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TEAM0673B 06/01/2002

| | Rates | Fringes |
|---|---|---|
| DU PAGE & KANE (S. of Roosevelt Road) COUNTIES: | | |
| TRUCK DRIVERS: | | |
| 2-3 AXLES | 26.40 | a |
| 4 AXLES | 26.55 | a |
| 5 AXLES | 26.75 | a |
| 6 AXLES | 26.95 | a |

FOOTNOTE:
a. $280.00 per week

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TEAM0731F 05/01/1997

| | Rates | Fringes |
|---|---|---|
| TRAFFIC SAFETY WORKERS: | | |
| Traffic Safety Worker primary duties include but are not limited to the delivery, maintenance and pick-up of traffic control devices, the set-up and installation of traffic signs, pavement markings, barricades, crash barrels and glare screens, and traffic control surveillance, the repair and maintenance of the company's trucks, cars, arrow boards, message signs, barricade and sign fabrication equipment | 16.15 | 108.75/wk+a |

FOOTNOTE a:
1. The following paid holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; and Christmas Day provided the employee has earned a vacation the previous year or have worked thirty-one days in the current year before the holiday, or have seniority as stated herein; work the scheduled work day before and the scheduled day after the holiday; work one day in the holiday week; and work one scheduled work day after the holiday.
2. Paid vacation is earned the first year of employment, but may not be taken until after their first anniversary date. One and

two years of employment receive 40 hours of paid vacation; Three thru nine years of employment receive 80 hours of paid vacation; Ten thru nineteen years of employment receive 120 hours of paid vacation; and Twenty years and over receive 160 hours of paid vacation.

3. Personal time (floating holidays) will be earned on a per hour worked basis. New employees will earn personal time during the first year of employment, but may not be take personal time until after their first anniversary date. Personal time is earned in the following way: One and two years receive 8 hours of personal time; Three thru nine years receive sixteen hours of personal time; and ten years and over receive twenty-four hours of personal time.

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

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

END OF GENERAL DECISION

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**General Decision Number: IL030012 03/19/2004**

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General Decision Number: IL030012 03/19/2004
Superseded General Decision Number: IL020012
State: Illinois
Construction Types: Heavy and Highway
Counties: Bureau, Carroll, Henry, Jo Daviess, Lee, Ogle, Rock
Island, Stephenson, Whiteside and Winnebago Counties in
Illinois.
HENRY, & ROCK ISLAND COUNTIES:
HEAVY CONSTRUCTION PROJECTS (including Sewer & Water Line
Construction & Drainage Projects) & HIGHWAY CONSTRUCTION
PROJECTS (excluding tunnels, building structures in rest area
projects, and railroad construction; bascule, suspension &
spandrel arch bridges; bridges designed for commercial
navigation; bridges involving marine construction, other major
bridges).
Modification Number     Publication Date
            0             06/13/2003
            1             03/19/2004
CARP0166-002 08/01/2002
Heavy and Highway
HENRY & ROCK ISLAND COUNTIES in Illinois:
                                  Rates          Fringes
  Carpenter.....................$ 24.27            9.02
----------------------------------------------------------------
CARP0195-003 08/01/2002
BUREAU COUNTY
                                  Rates          Fringes
  Carpenter.....................$ 23.33           10.56
----------------------------------------------------------------
CARP0790-004 08/01/2002
CARROLL, JO DAVIESS, LEE, OGLE (Oregon and South thereof),
STEPHENSON, AND WHITESIDE COUNTIES
                                  Rates          Fringes
  Carpenter.....................$ 23.79           10.70
----------------------------------------------------------------
CARP0792-002 08/01/2002
OGLE (North of Oregon), AND WINNEBAGO COUNTIES
                                  Rates          Fringes
  Carpenter.....................$ 24.43           10.06
----------------------------------------------------------------
ELEC0145-003 12/01/1997
                                  Rates          Fringes
  Line Construction
    BUREAU COUNTY
      Groundman Equipment
      Operator..................$ 19.21       1.25+13.5%
      Groundman Truck
      Driver W/O Winch..........$ 13.79       1.25+13.5%
      Groundman Truck
      Driver W/Winch............$ 14.63       1.25+13.5%
      Groundman.................$ 13.14       1.25+13.5%
      Lineman...................$ 20.61       1.25+13.5%
    CARROLL (Eastern part
    including Lanark,
    Milledgeville, and
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    Shannon), JO DAVIESS
    (Apple River and East
    thereof), LEE, OGLE,
    STEPHENSON, WHITESIDE
    (East of Clyde, Lyndon,
    Mt. Pleasant, and
    Prophetstown), AND
    WINNEBAGO COUNTIES:
      Equipment Operator........$ 15.97     1.25+12.5%+A
      Groundman.................$ 12.51     1.25+12.5%+A
      Lineman...................$ 18.85     1.25+12.5%+A
      Truck Driver..............$ 12.92     1.25+12.5%+A
    HENRY, ROCK ISLAND AND
    WHITESIDE COUNTIES
      Cable Splicer.............$ 23.32       2.00+20.5%
      Dynamiter.................$ 19.36       2.00+20.5%
      Groundman Equipment
      Operator..................$ 18.38       2.00+20.5%
      Groundman Truck
      Driver W/Winch............$ 16.03       2.00+20.5%
      Groundman.................$ 15.40       2.00+20.5%
      Lineman, Technician,
      Heavy Equipment
      Operator..................$ 23.12       2.00+20.5%
  FOOTNOTE:
  A.  PAID HOLIDAYS: Memorial Day, Independence Day, Labor Day,
  and Thanksgiving Day
-----------------------------------------------------------------
ELEC0145-005 06/03/2002
CARROLL (Chadwick, Mt. Carroll, Savanna and Thompson TWPS),
HENRY (Excluding Annawan, Burns, Cambridge, Galva, Kewanee,
Weller, and Westerfield TWPS), JO DAVIESS (Savanna Ordnance
Depot), WHITESIDE (Remainder of County), AND ROCK ISLAND
COUNTIES:
                                  Rates          Fringes
  Electrician...................$ 25.42          3%+8.68
-----------------------------------------------------------------
ELEC0145-007 12/01/1997
CARROLL (Remainder) COUNTY
                                  Rates          Fringes
  Line Construction
    Cable Splicer...............$ 23.32       2.00+20.5%
    Dynamiter...................$ 19.36       2.00+20.5%
    Groundman Equipment
    Operator....................$ 18.38       2.00+20.5%
    Groundman Truck Driver
    W/Winch.....................$ 16.03       2.00+20.5%
    Groundman...................$ 15.40       2.00+20.5%
    Lineman, Technician,
    Heavy Equipment Operator....$ 23.12       2.00+20.5%
-----------------------------------------------------------------
ELEC0145-008 12/01/1997
JO DAVIESS COUNTY (Remainder)
                                  Rates          Fringes
  Line Construction
    Cable Splicer...............$ 23.32       2.00+20.5%
    Dynamiter...................$ 19.36       2.00+20.5%
    Groundman Equipment
    Operator....................$ 18.38       2.00+20.5%
    Groundman Truck Driver
    W/Winch.....................$ 16.03       2.00+20.5%
    Groundman...................$ 15.40       2.00+20.5%
    Lineman, Technician,
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    Heavy Equipment Operator....$ 23.12       2.00+20.5%
-----------------------------------------------------------------
ELEC0176-005 06/01/1993
BUREAU, AND HENRY (Annawan, Burns, Cambridge, Galva, Kewanee,
Weller, and Wethersfield Twps) COUNTIES
                                  Rates          Fringes
  Electrician...................$ 20.15       5.03+ 3.4%
-----------------------------------------------------------------
ELEC0364-002 06/01/2002
CARROLL (Cherry Grove, Shannon, Rock Creek, Lima, Wysox,
Elkhorn Grove TWPS), JO DAVIESS (Warren, Rush, Nora, Stockton,
Wards Grove, Pleasant Valley, and Berrenman TWPS), LEE, OGLE,
STEPHENSON, WHITESIDE (Genesee, Jordan, Hopkins, Sterling,
Hume, Montgomery, Tampico, and Hahnaman TWPS) AND WINNEBAGO
COUNTIES
                                  Rates          Fringes
  Electrician...................$ 30.00         12.88+4%
-----------------------------------------------------------------
ENGI0150-004 06/01/2001
CARROLL, JO DAVIESS, LEE, OGLE, STEPHENSON, WHITESIDE, AND
WINNEBAGO COUNTIES
                                  Rates          Fringes
  Power equipment operators:
    GROUP 1.....................$ 29.15            10.65
    GROUP 2.....................$ 28.60            10.65
    GROUP 3.....................$ 27.30            10.65
    GROUP 4.....................$ 25.75            10.65
    GROUP 5.....................$ 24.40            10.65
  POWER EQUIPMENT OPERATORS CLASSIFICATIONS
  GROUP 1: Asphalt Plant; Asphalt Heater and Planer
  combination; Asphalt Spreader; Asphalt Silo Tender;
  Autograder, GOMACO or similar; Belt Loader; Caisson Rigs; Car
  Dumper, Central Redi-Mix Plant; Combination Backhoe Front End
  Loader Machine (1 cu yd or over Backhoe bucket with
  attachments); Backhoe with Shear attachment; Concrete Breaker
  (truck mounted); Concrete Conveyor; Concrete Paver over 27E
  cu ft; Concrete Placer; Concrete Tube Float; Cranes, all
  attachments; Cranes, Hammerhead, Linden, Peco and machines of
  a like nature; Creter Crane; Crusher, stone; Derricks;
  Derrick Boats; Derricks, traveling; Dredges; Field Mechanic
  Welder; Formless Curb and Gutter Machine; Gradall and
  machines of a like nature; Grader, Elevating; Grader, Motor
  Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader,
  Subgrader; Guard Rail Post Driver mounted; Hoists, one, two,
  and three Drum; Hydraulic  Backhoes; Locomotive, all Mucking
  Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump
  Cretes Dual Ram; Rock Drill-Crawler or Skid Rig; Rock Drill
  truck mounted; Roto Mill Grinder, 36" and over; Roto Mill
  Grinder, less than 36"; Slip- Form Paver; Soil Test Drill
  Rig, truck mounted; Straddle Buggies; GCI Crane and similar;
  Hydraulic Telescoping Form (tunnel); Tie Back MAchine;
  Tractor Drawn Belt Loader: Tractor Drawn Belt Loader with
  attached Pusher; Tractor with boom; Tractaire with
  attachment; Traffic Barrier Conveyor Machine; Raised or Blind
  Hoe Drill (Tunnel & Shaft); Trenching Machine; Truck Mounted
  Concrete Pump with boom; Truck mounted Concrete Conveyor;
  Underground Boring and/or Mining Machines under 5 ft; Wheel
  Excavator & Widener (Apsco)
  GROUP 2: Batch Plant; Bituminous Mixer; Bobcats over .75 cu
  yd; Boiler and Throttle Valve; Bulldozer; Car Loader Trailing
  Conveyors;  Combination Backkhoe Front End Loader Machine,
  less than 1 cu yd Backhoe Bucket with attachments; Compressor
  and Throttle Valve; Compressor, common receiver (3); Concrete
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Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S series to and including 27 cu ft; Concrete Spreader; Concrete Curing Machine, Burlap Machine; Belting Machine and Sealing Machine; Conveyor Muck Cars (Haglund or similar type); Finishing Machine-Concrete; Greaser Engineer; Highlift Shovels or Front End Loader; Hoist-Sewer Dragging Machine; Hydraulic Boom Trucks, all attachments; Locomotives, Dinky; Pump Cretes, Squeeze Cretes-Screw Type pumps, Gypsum Bulker and Pump; Roller Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc self-Propelled; Scoops-Tractor Drawn; Self-propelled Compactor; Spreader-Chip- Stone etc; Scraper; Scraper-Prime Mover in Tandem regardless of size (add $1.00 to to Group 2 hourly rate for each hour and for each machine attached thereto); Tank Car Heater; Tractors, Push, pulling Sheeps Foot, Disc, or Compactor, etc; Tug Boats
GROUP 3: Boilers; Brooms, all power propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer, two bag and over; Conveyor, Portable; Farm type Tractors used for mowing, seeding, etc; Fireman on Boilers; Forklift Trucks; Grouting Machines; Hoists, Automatic; Hoists, all Elevators; Hoists, Tugger single Drum; Jeep Diggers; Pipe Jacking Machines; Post- hole Digger; Power Saw, Concrete, Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with A-Frame; Work Boats; Tamper-Form motor driven
GROUP 4: Air compressor - Small 185 and under (1 to 5 not to exceed a total of 300 ft); Air Compressor - Large over 185; Asphalt Spreader Backend Man; Combination - Small Equipment Operator; Generators - Small 50 kw and under; Generators - Large , over 50 kw; Heaters, Mechanical; Hydraulic power unit (Pile Driving, Extracting or Drilling); Light Plants All (1 to 5); Pumps, over 3" (1 to 3, not to exceed a total of 300 ft); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 small electric drill winches; Bobcats up to and including .75 cu yd
GROUP 5: Oilers
PREMIMUM PAY:
Long Boom :
Cranes & Derricks 90' to 150' including jib receive an extra $.50 per hour. Cranes & Derricks over 150' including jib receive an extra $.50 per hour plus an additional $.10 for each additional 10' of boom or jib.
Capacity Pay:
Cranes & Derricks with maximum capacity exceeding 50 ton with less than 90' of boom or jib shall be compensated $.01 per hour for each ton of the rated capacity in excess of 50 ton. Long Boom pay and Capacity pay cannot be combined.
Crane mounted earth auger, raised and blind hole drills, and truck mounted drill rigs receive an extra $.50 per hour.
Creter Cranes:
When the Creter Crane is equipped with a conveyor system capable of extending 70' or more, the engineer shall receive an extra $.50 per hour.
Truck Mounted Concrete Pumps:
When the Truck Mounted Concrete Pump is equipped with a boom, which is capable of extending 90' or more, the engineer shall receive $.50 per hour extra.
Truck Mounted Concrete Conveyor:
Truck Mounted Concrete Conveyors equipped with conveyors that are capable of extending 90' or more, the engineer shall receive an extra $.50 per hour.
Underground Work:
Employees working in tunnels, shafts, etc. shall be paid an

additional $.40 per hour. Employees working under air pressure 1/2 pound to 7 pounds shall receive an additional $.50 per hour. Employees working under air pressure of 7 pounds or over shall receive $.65 per hour more.
Mining Machines- Boring Machines:
The crew operating and maintaining the Mining Machines shall be compensated an additional $.50 per hour.

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ENGI0150-016
Heavy and Highway
Bureau County in Illinois.
BUREAU COUNTY (Eastern half):

| | Rates | Fringes |
|---|---|---|
| Power equipment operators: | | |
| GROUP 1 | $28.55 | 10.15 |
| GROUP 2 | $28.00 | 10.15 |
| GROUP 3 | $25.95 | 10.15 |
| GROUP 4 | $24.55 | 10.15 |
| GROUP 5 | $23.35 | 10.15 |

POWER EQUIPMENT OPERATORS CLASSIFICATIONS
GROUP 1: Asphalt Plant*; Asphalt Heater and Planer combination; Asphalt Heater Scarfire*; Asphalt Spreader; Autograder; ABG Paver*; Backhoes with Caisson Attachment*;Belt Loader*;Caisson Rigs*; Car Dumper, Central Redi-Mix Plant*; Combination Backhoe Front End Loader Machine (1 cu yd or over Backhoe bucket with attachments); Concrete Breaker (truck mounted)*; Concrete Conveyor; Concrete Paver over 27E cu ft*; Concrete Placer*; Concrete Tube Float; Cranes, all attachments*; Cranes, Hammerhead, Linden, Peco and machines of a like nature*; Creter Crane; Crusher, stone etc.; All Derricks; Derrick Boats; Derricks, traveling*; Dredges*; Field Mechanic Welder; Formless Curb and Gutter Machine; Gradall and machines of a like nature; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver mounted*; Hoists, one, two, and three Drum; Hydraulic Backhoes; Locomotive, all Mucking Machine; Pile Drivers and Skid Rig*; Pre- Stress Machine; Pump Cretes Dual Ram (Requires frequent lubrication and water)*; Rock/Track Tamper; Rock Drill truck mounted; Roto Mill Grinder, 36" and over*; Roto Mill Grinder, less than 36"; Slip- Form Paver*; Soil Test Drill Rig, truck mounted*; Straddle Buggies; Hydraulic Telescoping Form (tunnel); Tractor Drawn Belt Loader*; Tractor Drawn Belt Loader with attached Pusher (two engineers); Tractor with boom; Tractaire with attachments; Raised or Blind Hoe Drill (Tunnel & Shaft)*; Trenching Machine; Truck Mounted Concrete Pump with boom; Underground Boring and/or Mining Machines 5 ft in diameter and over tunnel, etc.*; Underground Boring and/or Mining Machines under 5 ft; Wheel Excavator* & Widener (Apsco)
GROUP 2: Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozer; Car Loader Trailing Conveyors; Combination Backkhoe Front End Loader Machine, less than 1 cu yd Backhoe Bucket with attachments; Compressor and Throttle Valve; Compressor, common receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S series to and including 27 cu ft; Concrete Spreader; Concrete Curing Machine, Burlap Machine; Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or similar type); all Drills; Finishing Machine-Concrete; Greaser Engineer; Highlift Shovels or Front End Loader; Hoist-Sewer Dragging Machine; Hydraulic Boom Trucks, all attachments; Hydro- Blaster requires two operators (one Group

4); Hydraulic Boom Trucks (All attachments);Locomotives, Dinky; Off-Road Hauling Units (including articulating); Laser Screed; Pump Cretes, Squeeze Cretes-Screw Type pumps, Gypsum Bulker and Pump; Rock Drill- Crawler or Skid*; Rock Drill-Truck Mounted*; Roller Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc self- Propelled; Scoops-Tractor Drawn; Self-propelled Compactor; Spreader-Chip-Stone etc; Scraper; Scraper-Prime Mover in Tandem regardless of size (add $1.00 to to Group 2 hourly rate for each hour and for each machine attached thereto); Tank Car Heater; Tractors, Push, pulling Sheeps Foot, Disc, Compactor, etc; Tug Boats
GROUP 3: Boilers; Brooms, all power propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer, two bag and over; Conveyor, Portable; Farm type Tractors used for mowing, seeding, etc; Fireman on Boilers; Forklift Trucks; Grouting Machines; Hoists, Automatic; Hoists, all Elevators; Hoists, Tugger single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete, Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with A-Frame; Work Boats;Tamper-Form motor driven
GROUP 4: Air compressor - Small 250 and under (1 to 5 not to exceed a total of 300 ft); Air Compressor - Large over 250; Combination - Small Equipment Operator; Generators - Small 50 kw and under; Generators - Large, over 50 kw; Heaters, Mechanical; Hydraulic power unit (Pile Driving, Extracting or Drilling); Hydro-Blaster requires two operators (one Group 2); Light Plants All (1 to 5); Pumps, over 3" (1 to 3, not to exceed a total of 300 ft); Tractaire; Welding Machines (2 through 5); Winches, 4 small electric drill winches;
GROUP 5: Bobcats (All); Brick Forklifts; Directional Boring Machine Locator; Oilers
*- Equipment requires an Oiler

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* ENGI0150-020 06/01/2003

HENRY (W. 1/2), ROCK ISLAND, & WHITESIDE (W. 1/2) COUNTIES:

| | Rates | Fringes |
|---|---|---|
| Power equipment operators: | | |
| GROUP 1 | $ 23.80 | 11.45 |
| GROUP 2 | $ 23.80 | 11.45 |
| GROUP 3 | $ 22.20 | 11.45 |
| GROUP 4 | $ 22.20 | 11.45 |
| GROUP 5 | $ 21.05 | 11.45 |

POWER EQUIPMENT OPERATORS CLASSIFICATIONS
GROUP 1: Crane; Shovel; Clamshell; Dragline; Backhoe; Derrick; Tower Crane; Cable Way; Concrete Spreader servicing two Pavers; Asphalt Spreader; Asphalt Mixer Plant Engineer; Dipper Dredge Operator; Dipper Dredge Operator Craneman; Dual Purpose Truck (Boom or Winch); Leverman or Engineman (Hydraulic Dredge); Mechanic; Paving Mixer with Tower Attached; Pile Driver; Boom Tractor; Stationary, Portable or Floating Mixing Plant; Trenching Machine (over 40 H.P.); Building Hoist (Two Drums); Hot Paint Wrapping Machine; Cleaning & Priming Machine; Backfiller (Throw Bucket); Locomotive Engineer; Welder; Tow or Push Boat; Concrete Paver; Seaman Trav-L-Plant or Similar Machines; CMI Autograder or Similar Machines; Slip Form Paver; Caisson Augering Machine; Mucking Machine; Asphalt Heater-Planer Unit; Hydraulic Cranes.
GROUP 2: Athey; Barber-Green; Euclid or Haiss Loader; Asphalt Pug Mill; Fireman & Drier; Concrete Pump; Concrete Spreader servicing one Paver; Bulldozer; Endloader; Log Chipper or Similar Machines; Elevating Grader; Group

Equipment Greaser; LeTourneaupul & Similar Machines; DW-10; Hyster Winch & Similar Machines; Motor Patrol; Power Blade; Push Cat; Tractor Pulling Elevating Grader or Power Blade; Tractor Operating Scoop or Scraper; Tractor With Power Attachments; Roller on Asphalt or Blacktop; Single Drum Hoist; Jaeger Mix & Place Machine; Pipe Bending Machine; Flexaplane or Similar Machines; Automatic Curbing Machines; Automatic Cement & Gravel Batch Plants (One Stop Set-Up); Seaman Pulvi-Mixer or Similar Machines; Blastholer Self-Propelled Rotary Drill or similar Machines; Work Boat; Combination Concrete Finishing Machine & Float; Self-Propelled Sheep Foot Roller or Compactor used in conjunction with a Grading Spread; Asphalt Spreader Screed Operator; APSCO Spreader or Similar Machine; Forklift (6,000 lb. Capacity or Working at Heights above 28 ft.); Concrete Conveyors; & Chip Spreader, Off Road Haul Units.

GROUP 3: Asphalt Booster; Fireman & Pump Operator at Asphalt Plant; Mud Jack; Underground Boring Machine; Concrete Finishing Machine; Form Grader with Roller on Earth; Mixers (3 Bag TO 16E); Power Operated Bull Float; Tractor Without Power Attachment; Dope Pot (Agitating Motor); Dope Chop Machine; Distributor (Back End); Straddle Carrier; Portable Machine Fireman; Hydro-Hammer; Power Winch on Paving Work; Self-Porpelled Roller or Compactor, other than provided for above; Pump Operator (More Than One Well-Point Pump); Portable Crusher; Trench Machine (Under 40 H.P.); Power Subgrader (on Forms) or Similar Machines; Forklift (6,000 lb. Cap. or less); Gypsum Pump; Conveyor Over 20 H.P.; Fuller Kenyon Cement Pump or Similar Machines.

GROUP 4: Air Compressor (400 C.F.M. or over); Driver on Truck Crane or Similar Machines; Light Plant; Mixers (1 OR 2 Bag); Power Batching Machine (Cement Auger or Conveyor); Boiler (Engineer or Fireman); Water Pumps; Mechanical Broom; Automatic Cement & Gravel Batch Plants (Two or Three Stop Set-up); Small Rubber-Tired Tractors (not including Backhoes or Endloaders); Self-Propelled Curing Machines; & Brush Chippers.

GROUP 5: Mechanical Heater (other an Steam Boiler); Belt Machine; Small Outboard Motor Boats (Safety Boat & Life Boat); Engine Driven Welding Machine; & Small Tractor (Used to Unroll or Roll Wire Mesh).

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ENGI0649-005 04/01/2003

HENRY (Eastern 1/2) AND BUREAU (Western 1/2) COUNTIES

| | Rates | Fringes |
|---|---|---|
| Power equipment operators: | | |
| GROUP 1 | $ 25.74 | 11.90+A |
| GROUP 2 | $ 23.75 | 11.90+A |
| GROUP 3 | $ 20.49 | 11.90+A |

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: CRANES, Hydro Cranes; Shovels; Crane Type Backfiller; Tower Cranes-Mobile, Crawler, Stationary; Derrick and Hoist (3 Drum); Draglines; Drott Yumbo and similar types considered as Cranes; Derrick Boats, Pile Driver and Skid Rigs; Clam Shell; Locomotive - Cran?s; Road Pavers - Single Drum - Dual Drum - Tri Batcher; Motor Patrol and Power Blades - Dunmore - Elevating and similar types; Mechanics; Central Concret? Mixing Plant Operator; Asphalt Batch Plant Operator and Plant Engineer; Gradall; Caisson Rigs; Skimmer Scoop - Koehring Scooper; Dredges; Hoptoe; All Cherry Pickers; Work Boat; Ross Carrier; Helicopter; Dozer; Tournadozer; Tournapulls, all and similar types; Multiple unit Earth Movers: 25c/hr for each scoop over one; Scoops; Pushcats;

Endloaders; Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Heavy Equipment Greaser (Top Greaser on Spreak); CMI, Auto Grade, CMI Belt Placer & 3 Track & similar types; Side Booms; Starting Engineer on Pipeline; Asphalt Heater and Planer combination; Wheel Tractors with Dozer, Hoe, or Endloader; FWD and similar types; Blaw Knox Spreaker and similar types; Trench Machines; Pumpcrete Belt Crete, Awueeze Crete, Screw Type Pumps and Gypsum (operator will clean); Formless Finishing Machines; Flaherty Spreader or similar types; screedman on Laydown Machine; Vermeer Concrete Saw; Premium rates on Crane and Derrick Booms: one cent per hour per foot over 80 ft including jib; $1.00/hr over scale when positioned 50 ft or more adjacant ground level or water level
GROUP 2: Bulker and Pump; Power Launches; Boring Machine and Pipe Jacking Machine; Dinkeys; P-H One Pass Soil Cement Machines and similar types; Wheel Tractor; Back Fillers; Euclid Loader; Fork Lifts; Jeep with Ditching Machine or other attachments; Tuneluger; Automatic Cement and Grav?l Bataching Plants; Mobile Drills - Soil Testing and similar types; Pugmill with pump; all One and Two Drum Hoists; De-watering Systems; Straw Blower; Hydro Seeder; Boring Machine; Hydro Boom; Bump Grinders-self propelled; Assistant Heavy Equipment Greaser; APSCO Spreader; Tractors - Track Type W/O Power Units pulling Rollers; Rollers on asphalt, brick, or Macadam; Concrete Breakers; Concrete Spreaders; Cement Strippers; Cement Finishing Machines, CMI Texture,and Reel Curing Machines; Vibro-Tampers and similar types Self Propelled; Mechanical Bull Floats; Mixers over three bags to 27E; Winch and Boom Trucks; Tractor pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Mule pulling Rollers; Pugmill W/O Pump; Barber Greene or similar Loaders; Track type Tractor with Power Unit; Fireman; Spray Machine on Pacing; Curb Machine; Paved Ditch Machine; Power Broom; Self-Propelled Conveyors; Power Subgrader; Oil Distributor; Straight Tractor; Truck Crane Oiler; Truck Type Oilers; 3-4 Pieces Small Equipment; Oiler and 1 Piece Small Equipment, Self Propelled Concrete Saws.
GROUP 3: Trac Air Machine W/O attachments; Herman Nelson Heater, Dravo Warner, Silent Glo & similar (1 engineer will operate 1-5, 2 operators mroe than 5); Rollers, 5 ton and under on earth and gravel; Form Grader; 1 or 2 Generators, 1 or 2 Welding Machines, 1 or 2 Mixers 3 Bags under; Bulk Cement Plant; Oilers, Straight Framed, Articulated End Dump Vehicles and Truck Mounted Vac Unit (Separetly powered), Air Compressor (1) or(2), Air Compressor-600 CFM and Under,Water Pumps-four and one half (4 1/2") inches, Light Plants,Conveyor
A.-On designated Hazardous Waste jobs, operators shall receive $1.00 over scale.

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IRON0111-003 05/01/2002
CARROLL (Thompson, Savanna & vicinity), HENRY, JO DAVIESS (E. Dubuque, Galena, Hanover, & vicinity), KNOX (Galesburg and area North of the City), MERCER (except SW part),ROCK ISLAND, WARREN (includes NW part), AND WHITESIDE (Western half) COUNTIES

| | Rates | Fringes |
|---|---|---|
| Ironworker..... | $ 22.38 | 12.47 |

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IRON0386-002 12/01/2002
BUREAU COUNTY:

| | Rates | Fringes |
|---|---|---|
| Ironworker..... | $ 24.00 | 14.02 |

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IRON0498-002 06/01/2002

CARROLL (Remainder), JO DAVIESS (Remainder), LEE, OGLE, STEPHENS, WHITESIDE (Eastern 1/2), AND WINNEBAGO COUNTIES

| | Rates | Fringes |
|---|---|---|
| Ironworker | $ 28.50 | 17.375 |

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LABO0032-002 05/01/2002
WINNEBAGO COUNTY.

| | Rates | Fringes |
|---|---|---|
| Laborers: | | |
| GROUP 1: | $ 20.34 | 11.07 |
| GROUP 2: | $ 21.44 | 11.07 |

LABORERS DESCRIPTIONS
GROUP 1: Carpenter Tender, Tool Cribman, Fireman or Salamander Tender, Flagman, Gravel Box Man, Dumpman & Spotter, Form Handler, Material Handler, Fencing Laborer, Cleaning Lumber, Pit Man, Material Checker, Unloading Explosives, Removal of Trees, Asphalt Workers With Machine & Layers, Asphalt Plant Laborer, Wrecking, Fire-proofing, Janitors, Driving Stakes, Stringlines for All Machinery, Window Cleaning, Demolition Worker
GROUP 2: Asbestos abatement worker, Hazardous Waste Worker, Handling Any Materials with any Foreign Matter Harmful to Skin or Clothing, Track Labor, Cement Handler, Chloride Handler, Unloading & Laborers with Steel Workers & Re-Bars, Wet Concrete Workers, Tunnel Tenders in Free Air, Batch Dumper, Mason Tender, Kettle & Tar Man, Tank Cleaner, Platsic Installer, Scaffold Worker, Motorized Buggies or Motorized Unit Used for Wet Concrete or Handling of Building Materials, Laborers with De-Watering Systems, Sewer Workers Plus Depth, Vibrator Operator, Cement Silica, Clay, Fly Ash, Lime & Plasters Handlers (Bulk or Bag); Cofferdam Worker Plus Depth, Concrete Paving, Placing Cutting & Tying of Reinforcing, Deck Hand, Dredge Hand and Shore Laborer, Bankman on Floating Plant, Grade Checker, Power Tools, Front End Man on Chip Spreader, Caisson Worker Plus Depth, Gunnite Nozzleman, Leadman on Sewer Work, Welder, Cutter, Burner & Torchman, Chain Saw Operator, Jackhammer & Drill Operator, Layout Man and/or Tile Layer, Steel Form Setter - Street & Highway, Air Tamping Hammerman, Signal Man On Crane, Concrete Saw Operator, Screenman on Asphalt Paver, Tending Masons With Hot Material or Where Foreign Materials are used, Mortar Mixer Operator, Multiple Concrete Duct - Leadman, Luteman, Asphalt Raker, Curb Asphalt Machine Operator, Ready Mix Scaleman Permanent Portable or Temporary Plant, Laborer Handling Masterplate or Similar Materials, Laser Beam Operator, Concrete Burning Machine Operator, Coring Machine Operator, Plaster Tender, Underpinning & Shoring of Buildings, Pump Man, Manhole & Catch Basin, Dirt & Stone Tamper, Hoseman on Concrete Pump.

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LABO0032-006 05/01/2002
OGLE COUNTY (City of Rochelle)

| | Rates | Fringes |
|---|---|---|
| Laborers: | | |
| GROUP 1 | $ 20.84 | 10.57 |
| GROUP 2 | $ 21.94 | 10.57 |

LABORERS CLASSIFICATIONS
GROUP 1: Carpenter Tender, Tool Cribman, Fireman or Salamander Tender, Flagman, Gravel Box Man, Dumpman & Spotter, Form Handler, Material Handler, Fencing Laborer, Cleaning Lumber, Pit Man, Material Checker, Unloading Explosives, Removal of Trees, Asphalt Workers With Machine & Layers, Asphalt Plant Laborer, Wrecking, Fire proofing,

Janitors, Driving Stakes, Stringlines for all Machinery, Window Cleaning, Demolition worker
GROUP 2: Asbestos abatement worker, Hazardous Waste worker Handling any Materials With any Foreign Matter Harmful to Skin or Clothing, Track Labor, Cement Handler, Chloride Handler, Unloading & Laborers with Steel Workers & Re-Bars, Wet Concrete Workers, Tunnel Tenders in Free Air, Batch Dumper, Mason Tender, Kettle & Tar Man, Tank Cleaner, Plastic Installer, Scaffold Worker, Motorized Buggies or Motorized Unit Used For Wet Concrete or Handling of Building Materials, Laborers With De-Watering Systems, Sewer Workers Plus Depth, Vibrator Operator; Cement Silica, Clay, Fly Ash, Lime & Plasters Handlers (Bulk or Bag); Cofferdam Worker Plus Depth, Concrete Paving, Placing Cutting & Tying of Reinforcing, Deck Hand, Dredge Hand And Shore Laborer, Bankman on Floating Plant, Grade Checker, Power Tools, Front End Man on Chip Spreader, Caisson Worker Plus Depth, Gunnite Nozzleman, Leadman on Sewer Work, Welder, Cutter, Burner & Torchman, Chain Saw Operator, Jackhammer & Drill Operator, Layout Man and/or Tile Layer, Steel Form Setter - Street & Highway, Air Tamping Hammerman, Signal Man on Crane, Concrete Saw Operator, Screenman on Asphalt Paver, Tending Masons With Hot Material or where Foreign Materials are used, Mortar Mixer Operator, Multiple Concrete Duct - Leadman, Luteman, Asphalt Raker, Curb Asphalt Machine Operator, Ready Mix Scaleman Permanent Portable or Temporary Plant, Laborer Handling Masterplate or Similar Materials, Laser Beam Operator, Concrete Burning Machine Operator, Coring Machine Operator, Plaster Tender, Underpinning & Shoring of Buildings, Pump Man, Manhole & Catch Basin, Dirt & Stone Tamper, Hoseman on Concrete Pump.

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LABO0309-001 01/01/2002
ROCK ISLAND COUNTY

| | Rates | Fringes |
|---|---|---|
| Laborers: | | |
| GROUP 1 | $ 21.01 | 7.42 |
| GROUP 2 | $ 21.51 | 7.42 |
| GROUP 3 | $ 22.14 | 7.42 |

LABORERS CLASSIFICATIONS
GROUP 1: Flagman, Dumpman, Spotter, Broom Man, Removal of Trees, Fencing Laborers, Cleaning of Forms or Lumber (in Bone Yard), Moving and/or Maintenance of Flares and Barricades, Operation of all Hand, Electric, Air, Hydraulic, or Mechanically Powered Tools under the the Laborers' including Jackhammers, Tampers, Air Spades, Augers, Concrete Saws, Chain Saws, Utility Saws, Rock Drills, Vibrators, Mortar Mixer, Power and Hand Saw (When Clearing Timber), General Laborer (Not Elsewhere Covered), Craft- Tender, Material Checker, Material Handler, Form Handler, Concrete Dumper, Puddler, Explosives Handler, Center Strip, Reinforcing in Concrete, Wire Mesh Handler and Installer, Prime Mover or any Mechanical Device Taking the Place of Concrete Buggy or Wheel-Barrow, Sandpoint Setter, Asphalt Kettleman, Sheeting Hammer Drivers, Laying and Joining of Telephone Conduit, Gas Distribution Men, Pipe Setter On Laterals, Drain Tiles, Culvert Pipe, and Storm Sewer Catch Basin Leads, Catch Basins, Manholes, Batch Dumpers, Tank Cleaners, Cofferdam Worker, Bankman on Floating Plant, Jointman With Pipelayers Back-up Man (Corker, Joint Maker) With Pipe Setter On Sewer and Water Mains, Batterboard Man or Laser Operator on Sewer and Water Main, Laborer in Ditch, or Tunnel, on Sewer or Water Mains and Telephone Conduit, Cutters, Burners,

Torchman, Gravel Box Man, Asphalt Plant Laborer, Concrete Plant Laborer, Deck Hand, Unloading of Steel and Rebar, Laser Beam Operator, Wrecking Laborers.
GROUP 2: Asphalt Raker or Luteman, Head Form Setter, Head Dynamite Man (Powderman) Head String or Wireline Man (on paving), Pipe Setter on Sewer or Water Main, Gunnite Nozzle Man, Asphalt or Concrete Curb Machine Operator, Head Grade Man, Head Tunnel Miner, Concrete Burning Machine Operator, Coring Machine Operator, Welder, Hazardous Waste Worker, Asbestos Abatement Worker.
GROUP 3 - Concrete Specialist

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LABO0393-002 03/01/2003
BUREAU COUNTY

| | Rates | Fringes |
|---|---|---|
| Laborers: | | |
| GROUP 1 | $ 21.54 | 8.07 |
| GROUP 2 | $ 21.74 | 8.07 |
| GROUP 3 | $ 21.94 | 8.07 |
| GROUP 4 | $ 22.54 | 8.07 |

LABORERS CLASSIFICATIONS
GROUP 1: UNSKILLED - All classifications not listed below
GROUP 2: SEMI-SKILLED - Handling of materials treated with oil, creosote, asphalt and/or foriegn material harmful to skin or clothing; Track laborers; Cement handlers; Chloride handlers; Unloading and laborers with Steel Workers and Re-bars; Concrete Workers )wet); Batch Dumpers; Mason Tenders; Kettle and Tar Men; Tank Cleaners; Plastic Installers; Scaffold Workers; Motorized buggies or motorized ubit used for wet concrete or handling of building materials; Laborers with de-watering systems; Sewer workers plus depth; Vibrator Operators; Motor Mixer Operators; Cement Silica, clay, fly ash, lime and plasters, handlers (bulk or bag); Cofferdam workers plus depth; Concrete paving, placing, cutting and tying of reinforcing; Deck hand, dredge hand and shore laborers; Backmen on floating plant; Asphalt workers with machine and layers; Grade checker; Power tools; Driving all stakes, stringlines for all machinery; Setting and building of manholes and catch basins; Stripping of all concrete forms except paving forms; All concrete paving and slope walls, placing, cutting and tying of reinforcing (re-bars and wire mesh)
GROUP 3: SKILLED - Caisson Workers plus depth; Gunnite Nozzle Men; Lead Man on Sewer Work; Welders, Cutters, Burners & Torchmen; Chain Saw Operators; Paving Breaker, Jackhammer & Drill Operators; Layout Man and/or tile layer; Steel Form Setters (Street & Hwy); Air Tamping hammerman; Signal man on Crane; Concrete Saw Operator; Screenman on Asphalt Pavers; Front End Man on Chip Spreader; Laborers tending masons with hot materials or where foreign materials are used; Multiple Concrete duct-leadman; Luteman; Asphalt Raker; Curb Asphalt Machine Operator; Ready mix scalemen, permanent, portable or temporary plant; Laborers handling masterplate or similar materials; Laser Beam Operator; Coring Machine Operator; Plasterer Tenders; Underpinning and Shoring of Building; Material selector when working with firebrick or castable materials; Fire Watch; Signalling of all power equipment; Tree Topper or Trimmer
GROUP 4: Dynamite man; Asbestos Abatement Worker and Hazardous Waste Worker

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LABO0727-002 05/01/2002
CARROLL, JO DAVIESS, LEE, OGLE (Except City of Rochelle),

STEPHENSON, AND WHITESIDE COUNTIES.

| | Rates | Fringes |
|---|---|---|
| Laborers: | | |
| GROUP 1 | $ 20.33 | 11.12 |
| GROUP 2 | $ 21.43 | 11.12 |

LABORERS CLASSIFICATIONS
GROUP 1: Common Laborer, Carpenter Tender, Tool Cribman, Fireman or Salamander Tender, Flagman, Gravel Box Man, Dumpman & Spotter, Form Handler, Material Handler, Fencing Laborer, Cleaning Lumber, Pit Man, Unloading Explosives, Removal of Trees, Asphalt Workers With Machine & Layers, Asphalt Plant Laborer, Wrecking, Fireproofing, Driving Stakes, Stringlines for all Machinery, Window Cleaning.
GROUP 2: Handling any Materials with any Foreign Matter Harmful to Skin or Clothing, Track Labor, Cement Handler, Chloride Handler, Unloading & Laborers with Steel Workers & Re-Bars, Wet Concrete Workers, Tunnel Tenders in Free Air, Batch Dumper, Mason Tender, Kettle & Tar Man, Tank Cleaner, Plastic Installer, Scaffold Worker, Motorized Buggies or Motorized Unit Used for Wet Concrete or so Handling of Building Materials, Laborers with De- Watering Systems, Sewer Workers Plus Depth, Vibrator Operator; Cement Silica, Clay, Fly Ash, Lime & Plasters Handlers (Bulk or Bag); Cofferdam Worker Plus Depth, Concrete Paving, Placing Cutting & Tying of Reinforcing, Deck Hand, Dredge Hand and Shore Laborer, Bankman on Floating Plant, Grade Checker, Power Tools, Front End Man on Chip Spreader, Caisson Worker plus Depth, Gunniter Nozzleman, Leadman on Sewer Work, Welder, Cutter, Burner & Torchman, Chain Saw Operator, Jackhammer & Drill Operator, Layout Man and/or Tile Layer, Steel Form Setter - Street & Highway, Air Tamping Hammerman, Signal Man on Crane, Concrete Saw Operator, Screenman on Asphalt Paver, Tending Masons with Hot Material or where Foreign Materials are used, Mortar Mixer Operator, Multiple Concrete Duct - Leadman, Luteman, Asphalt Raker Curb Asphalt Machine Operator, Ready Mix Scaleman Permanent Portable or Temporary Plant, Laborer Handling Masterplate or Similar Materials, Laser Beam Operator, Concrete Burning Machine Operator, Coring Machine Operator, Plaster Tender, Underpinning & Shoring of Buildings, Pump Man, Manhole & Catch Basin, Dirt & Stone Tamper, Hoseman on Concrete Pump.

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LABO0852-001 05/01/2002
HENRY COUNTY

| | Rates | Fringes |
|---|---|---|
| Laborers: | | |
| GROUP 1 | $ 20.32 | 9.22 |
| GROUP 2 | $ 20.62 | 9.22 |
| GROUP 3 | $ 20.62 | 9.22 |
| GROUP 4 | $ 21.32 | 9.22 |

LABORERS CLASSIFICATIONS
GROUP 1: All laborer classifications not listed below
GROUP 2: Handling of materials treated with oil, creosote, asphalt and/or any foreign materials harmful to skin or clothing; Track laborers; Chloride handlers; Unloading and laborers with steel workers and rebars; Concrete workers (wet); Batch dumpers; Mason tenders; Kettle and tar men; Plastic installers; scaffold workers; Motorized buggies or motorized unit used for wet concrete or handling of building materials; laborers with de-watering systems; Sewer workers plus depth; Vibrators operators; Mortar mixer operators; Cement Silica, clay, fly ash, lime and plasterers, handlers (bulk or bag); Cofferdam workers plus depth; On concrete

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  paving, placing, cutting and tying of reinforcing; Deck hand,
  dredge hand, shore laborers, bankmen on floating plant;
  Asphalt workers with machine and layers; Grade checkers;
  Power tools; Stripping of all concrete forms excluding paving
  forms; Dumpmen and Spotters;
  GROUP 3:  Caisson workers plus depth; Gunnite men; Welders,
  cutters, burners and torchmen; Chainsaw operators; Paving
  breaker, jackhammer; Signalman on crane; Concrete saw
  operator; Screedman on asphalt pavers; Front end man on chip
  spreader; Multiple concrete duct; Luteman, asphalt raker;
  Curb asphalt machine operator; Ready mix scalemen; Laser beam
  operator; Concrete burning machine operator; Coring machine
  operator;
  GROUP 4:  Dynamite man, Asbestos Abatement and Hazardous
  Waste Workers
-----------------------------------------------------------------
PAIN0030-004 05/01/2002
JO DAVIESS, LEE, OGLE, STEPHENSON, & WINNEBAGO COUNTIES:
                                  Rates          Fringes
  Painters:
    Brush, Roller,
    Paperhanger, and Taper......$ 26.30            7.90
    Spray, Structural Steel.....$ 26.30            7.90
-----------------------------------------------------------------
PAIN0030-013 05/01/2002
BUREAU COUNTY:
                                  Rates          Fringes
  Painter
    Brush.......................$ 24.45            7.05
    Sandblasting, Spray.........$ 25.45            7.05
-----------------------------------------------------------------
PAIN0502-001 05/01/2000
CARROLL, HENRY, ROCK ISLAND, AND WHITESIDE COUNTIES:
                                  Rates          Fringes
  Painter
    Bridges.....................$ 22.67            7.25
    Brush, Roller...............$ 21.42            7.25
    Spray, Structural Steel.....$ 21.92            7.25
-----------------------------------------------------------------
PLAS0023-002 06/01/1997
HENRY COUNTY
                                  Rates          Fringes
  Cement Mason...................$ 19.87            5.60
-----------------------------------------------------------------
PLAS0158-003 06/01/2001
BUREAU COUNTY
                                  Rates          Fringes
  Cement Mason...................$ 23.99            8.95
-----------------------------------------------------------------
PLAS0382-003 06/01/1994
WINNEBAGO COUNTY:
                                  Rates          Fringes
  Cement Mason...................$ 19.00            7.07
-----------------------------------------------------------------
PLAS0544-003 01/01/2002
ROCK ISLAND COUNTY
                                  Rates          Fringes
  Cement Mason...................$ 22.01            7.30
-----------------------------------------------------------------
PLAS0587-001 06/01/2000
CARROLL, JO DAVIESS, LEE, OGLE, STEPHENSON, AND WHITESIDE
(Except Erie and area Southwest thereof) COUNTIES
                                  Rates          Fringes
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  Cement Mason..................$ 22.80            9.08
-----------------------------------------------------------------
TEAM0025-002 04/01/1995
DEKALB, LEE (E. of Route # 51), LIVINGSTON (excluding Reading,
New Town, Sunbury, Nevada, Long Point & Amity), OGLE (E. of Rt.
51) & WOODFORD (Remainder) COUNTIES
                                  Rates          Fringes
  Truck Driver
    2 or 3 Axles................$ 20.90        206.00/wk
    4 Axles.....................$ 21.05        206.00/wk
    5 Axles.....................$ 21.25        206.00/wk
    6 Axles.....................$ 21.45        206.00/wk
-----------------------------------------------------------------
TEAM0325-002 06/01/1997
CARROLL (N. of Rt. #72 & E. of Rt. #78), JODAVIESS (E. of Rt.
#78, excluding Stockton), STEPHENSON AND WINNEBAGO COUNTIES
                                  Rates          Fringes
  Truck Driver
    2 or 3 Axles................$ 19.18            8.00
    4 Axles.....................$ 19.33            8.00
    5 Axles.....................$ 19.53            8.00
    6 Axles.....................$ 19.73            8.00
  FOOTNOTE:  20 cents additional per axle over 6 axles
-----------------------------------------------------------------
TEAM0371-003 05/01/2001
BUREAU, CARROLL(excl. N. of Rt. #72 & E. of Rt. #78),HENRY,JO
DAVIES(West of Rt. #78 incl. Stockton), LEE,(West of Rt.
#51),OGLE (W. of Rt. #51), ROCK ISLAND, and WHITESIDES COUNTIES:
                                  Rates          Fringes
  Truck Driver
    Group 1.....................$ 23.19          4.36+a
    Group 2.....................$ 23.59          4.36+a
    Group 3.....................$ 23.79          4.36+a
    Group 4.....................$ 24.04          4.36+a
    Group 5.....................$ 24.79          4.36+a
  Footnote:
   a.  $22.80 per day or $114.00 per week maximum.
       TRUCK DRIVERS CLASSIFICATIONS
  GROUP 1: Drivers on 2 axle trucks hauling less than 9 tons ,
  air compressor and welding machines and brooms, including
  those pulled by separate units, warehousemen, greasers and
  tiremen, pick- up-trucks when hauling material, tools or men
  to and from and on the job site, and forklifts up to 6,000 lb
  capacity
  GROUP 2: 2 or 3 axle trucks hauling more than 9 tons but
  hauling less than 16 tons. A-frame winch trucks, or similar
  equipment when used for transportation purposes. Forklifts
  over 6,000 lb capacity, winch trucks, and four axle
  combination units.
  GROUP 3:  2, 3, and 4 axles hauling 16 tons or more, water
  pulls, 5 axles or more combination units
  GROUP 4:  Oil distributors, lowboys
  GROUP 5:  Drivers who require special protective clothing
  while employed on hazardous waste work.
-----------------------------------------------------------------
WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.
=================================================================
Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).
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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

**General Decision Number: IL030013 06/13/2003**

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 General Decision Number: IL030013  06/13/2003
 Superseded General Decision No. IL020013
 State: Illinois
 Construction Type:
 HEAVY
 HIGHWAY
 County(ies):
 FORD                LA SALLE            PUTNAM
 GRUNDY              LIVINGSTON          WOODFORD
 IROQUOIS            MARSHALL
 KANKAKEE            MCLEAN
 HEAVY AND HIGHWAY CONSTRUCTION PROJECTS (does not include
 landscape projects for GRUNDY COUNTY).
 Modification Number     Publication Date
             0             06/13/2003
COUNTY(ies):
FORD                LA SALLE            PUTNAM
GRUNDY              LIVINGSTON          WOODFORD
IROQUOIS            MARSHALL
KANKAKEE            MCLEAN
 CARP0044A  06/01/2002
                                     Rates           Fringes
FORD COUNTY (Remainder)
 CARPENTERS                           26.24           6.99
 PILEDRIVER                           25.74           6.99
-----------------------------------------------------------------
 CARP0063A  05/01/2002
                                     Rates           Fringes
LIVINGTON, McLEAN, AND FORD (Garber, Guthrie, and areas South
thereof) COUNTIES
 CARPENTERS                           24.68           9.89
 PILEDRIVERS                          25.18           9.89
-----------------------------------------------------------------
 CARP0183C  05/01/2002
                                     Rates           Fringes
WOODFORD COUNTY
 CARPENTERS                           23.82          10.30
 PILEDRIVERMEN                        24.32          10.30
-----------------------------------------------------------------
 CARP0195B  08/01/2002
                                     Rates           Fringes
LASALLE, MARSHALL, & PUTNAM COUNTIES:
 CARPENTERS                           23.33         10.56
-----------------------------------------------------------------
 CARP0496B  06/01/1999
                                     Rates           Fringes
IROQUOIS AND KANKAKEE COUNTIES
 CARPENTERS                           24.51          7.60
-----------------------------------------------------------------
 CARP0916C  06/01/1995
                                     Rates           Fringes
GRUNDY COUNTY
 CARPENTERS                           23.87           6.44
-----------------------------------------------------------------
 ELEC0009A  05/28/2002
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                                    Rates           Fringes
GRUNDY & KANKAKEE  COUNTIES
 LINE CONSTRUCTION:
  Lineman                            32.45           38.72%
  Equipment Operator                 32.45           38.72%
  Groundman                          25.31           38.72%
-----------------------------------------------------------------
 ELEC0034A  03/01/2002
                                    Rates           Fringes
MARSHALL (Area West of Bell Plain & Roberts TWPS) & WOODFORD
(Area West of Kansas, Linn, Palestine & Roanoke TWPS) COUNTIES
 ELECTRICIANS                        25.38           9.39+3%
 CABLE SPLICERS                      27.38           9.39+3%
-----------------------------------------------------------------
 ELEC0051B  03/01/2001
                                    Rates           Fringes
FORD, IROQUOIS, LASALLE, LIVINGSTON, MCLEAN, MARSHALL, PUTNAM,
& WOODFORD COUNTIES
 LINE CONSTRUCTION:
  Lineman                            27.77          2.10+25.5%
  Equipment Operator (All crawler
  type equipment larger than D-4,
  15 ton crane or larger)            25.79          2.10+25.5%
  Groundman - Truck Driver
with Winch, may operate diggers
5th wheel type trucks, crawler type
equipment, D-4 & smaller,backhoe 3/4
yard & under, rubber tired & crawlers
w/end loader, & may drive bucket truck
& live boom type line trucks)      19.44          2.10+25.5%
  Groundman - Truck Driver
without Winch                      18.26          2.10+25.5%
  Groundman                          17.35          2.10+25.5%
-----------------------------------------------------------------
 ELEC0176A  12/01/1993
                                    Rates           Fringes
GRUNDY & WILL COUNTIES
 ELECTRICIANS                        21.75           5.03+3.4%
 CABLE SPLICERS                      22.15           5.03+3.4%
LASALLE COUNTY (Ottawa, Seneca)
 ELECTRICIANS                         19.40           4.55+3.4%
-----------------------------------------------------------------
 ELEC0176D  06/01/1993
                                    Rates           Fringes
FORD (Remainder), IROQUOIS (Excluding Artesia, Pegeon Grove,
Loda, Fountain Creek, Lovejoy & Prairie Green TWPS), LA SALLE
(Deer Park, Eden, La Salle, Peru, Utica, & Vermilion) KANKAKEE,
& PUTNAM (Granville, Hennipin & Senachwine TWPS) COUNTIES
 ELECTRICIANS                        20.15          5.03+3.4%
 CABLE SPLICERS                      20.55          5.03+3.4%
-----------------------------------------------------------------
 ELEC0197B  06/01/1993
                                    Rates           Fringes
MCLEAN (Remainder), & WOODFORD (Palestine, El Paso, & Kansas
TWPS) COUNTIES
 ELECTRICIANS                        20.58           3.30+3.5%.
-----------------------------------------------------------------
 ELEC0538B  01/01/2002
                                    Rates           Fringes
IROQUOIS COUNTY (Fountain Creek, Lovejoy & Prairie Green TWPS)
 ELECTRICIANS                        25.16          8.30+3.75%
-----------------------------------------------------------------
 ELEC0601B  11/26/1993
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| | Rates | Fringes |
|---|---|---|
| FORD (South of Benton TWP), IROQUOIS (Artesia, Pegeon Grove, & Loda TWPS), LA SALLE (Southeastern part), LIVINGSTON, McLEAN (Cropsey, Anchor, Cheney Grove, & Belleflower TWPS), MARSHALL (Roberts, Evans, Bell, Plain, & Bennington TWPS), PUTNAM (Magnolia TWP) & WOODFORD (Linn, Clayton, Minonk, Roanoke, Green, & Panola TWPS) COUNTIES | | |
| ELECTRICIANS | 20.18 | 3.40+3.5% |

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ENGI0150G 06/01/2002

| | Rates | Fringes |
|---|---|---|
| LA SALLE, LIVINGSTON, AND PUTNAM (E. of the Illinois River) COUNTIES | | |
| POWER EQUIPMENT OPERATORS: | | |
| GROUP 1 | 32.05 | 11.85 |
| GROUP 2 | 31.30 | 11.85 |
| GROUP 3 | 29.45 | 11.85 |
| GROUP 4 | 28.05 | 11.85 |
| GROUP 5 | 26.85 | 11.85 |

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt Plant*; Asphalt Heater and Planer combination; Asphalt Heater Scarfire*; Asphalt Spreader; Autograder; ABG Paver*; Backhoes with Caisson Attachment*;Belt Loader*;Caisson Rigs*; Car Dumper, Central Redi-Mix Plant*; Combination Backhoe Front End Loader Machine (1 cu yd or over Backhoe bucket with attachments); Concrete Breaker (truck mounted)*; Concrete Conveyor; Concrete Paver over 27E cu ft*; Concrete Placer*; Concrete Tube Float; Cranes, all attachments*; Cranes, Hammerhead, Linden, Peco and machines of a like nature*; Creter Crane; Crusher, stone etc.; All Derricks; Derrick Boats; Derricks, traveling*; Dredges*; Field Mechanic Welder; Formless Curb and Gutter Machine; Gradall and machines of a like nature; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver mounted*; Hoists, one, two, and three Drum; Hydraulic Backhoes; Locomotive, all Mucking Machine; Pile Drivers and Skid Rig*; Pre- Stress Machine; Pump Cretes Dual Ram (Requires frequent lubrication and water)*; Rock/Track Tamper; Rock Drill truck mounted; Roto Mill Grinder, 36" and over*; Roto Mill Grinder, less than 36"; Slip- Form Paver*; Soil Test Drill Rig, truck mounted*; Straddle Buggies; Hydraulic Telescoping Form (tunnel); Tractor Drawn Belt Loader*; Tractor Drawn Belt Loader with attached Pusher (two engineers); Tractor with boom; Tractaire with attachments; Raised or Blind Hoe Drill (Tunnel & Shaft)*; Trenching Machine; Truck Mounted Concrete Pump with boom; Underground Boring and/or Mining Machines 5 ft in diameter and over tunnel, etc.*; Underground Boring and/or Mining Machines under 5 ft; Wheel Excavator* & Widener (Apsco)

GROUP 2: Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozer; Car Loader Trailing Conveyors; Combination Backkhoe Front End Loader Machine, less than 1 cu yd Backhoe Bucket with attachments; Compressor and Throttle Valve; Compressor, common receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S series to and including 27 cu ft; Concrete Spreader; Concrete Curing Machine, Burlap Machine; Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or similar type); all Drills; Finishing Machine-Concrete; Greaser Engineer; Highlift Shovels or Front End Loader; Hoist-Sewer Dragging Machine; Hydraulic Boom Trucks, all attachments; Hydro-Blaster requires two operators (one Group 4); Hydraulic Boom Trucks (All attachments);Locomotives, Dinky; Off-Road Hauling Units (including articulating); Laser Screed; Pump Cretes,

Squeeze Cretes-Screw Type pumps, Gypsum Bulker and Pump; Rock Drill- Crawler or Skid*; Rock Drill-Truck Mounted*; Roller Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc self-Propelled; Scoops-Tractor Drawn; Self-propelled Compactor; Spreader-Chip-Stone etc; Scraper; Scraper-Prime Mover in Tandem regardless of size (add $1.00 to to Group 2 hourly rate for each hour and for each machine attached thereto); Tank Car Heater; Tractors, Push, pulling Sheeps Foot, Disc, Compactor, etc; Tug Boats
GROUP 3: Boilers; Brooms, all power propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer, two bag and over; Conveyor, Portable; Farm type Tractors used for mowing, seeding, etc; Fireman on Boilers; Forklift Trucks; Grouting Machines; Hoists, Automatic; Hoists, all Elevators; Hoists, Tugger single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete, Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with A-Frame; Work Boats;Tamper-Form motor driven
GROUP 4: Air compressor - Small 250 and under (1 to 5 not to exceed a total of 300 ft); Air Compressor - Large over 250; Combination - Small Equipment Operator; Generators - Small 50 kw and under; Generators - Large, over 50 kw; Heaters, Mechanical; Hydraulic power unit (Pile Driving, Extracting or Drilling); Hydro-Blaster requires two operators (one Group 2); Light Plants All (1 to 5); Pumps, over 3" (1 to 3, not to exceed a total of 300 ft); Tractaire; Welding Machines (2 through 5); Winches, 4 small electric drill winches;
GROUP 5: Bobcats (All); Brick Forklifts; Directional Boring Machine Locator; Oilers
*-Equipment requires an Oiler
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ENGI0649D 04/01/2003

| | Rates | Fringes |
|---|---|---|
| McLEAN, MARSHALL, PUTNAM (West of the Illinois River) & WOODFORD COUNTIES | | |
| POWER EQUIPMENT OPERATORS: | | |
| GROUP 1 | 25.74 | 11.90 |
| GROUP 2 | 23.75 | 11.90 |
| GROUP 3 | 20.49 | 11.90 |
| GROUP 4 | * | |

POWER EQUIPMENT OPERATORS CLASSIFICATIONS:
GROUP 1: Cranes, hydro crane; Shovels; Crane type backfiller; Tower cranes-mobile & crawler & stationary; Derrick & hoist (3drum); Draglines; Drott yumbo & similar types considered ascranes; Backhoe; Dettick boats; Pile driver and skid rigs; Clamshell; Locomotive - cranes; Road pavers - single drum - dual drum- tri batcher; Motor patrol & power blades - dunmore - elevating & similar types; Mechanics; Central concrete mixing plant operator; Asphalt batch plant operator and plant engineer; Gradall; Caisson rigs; Skimmer scoop - koehring scooper; Dredges; Hoptoe; All cherry pickers; Work boat; Ross carrier; Helicopter; Dozer; Tournadozer; Tournapulls, all and similar types; Multiple unit earth movers; 25c/he for each scoop over one; Scoops; Pushcats; Endloaders; Asphalt surfacing machine; Slip form paver; Rock crusher; Heavy equipment greaser (top greaser on spreal); CMI, auto grade, CMI belt placer & 3 track & similar types; Side booms; Starting engineer on pipeling; Asphalt heater & planer combination; Wheel tractors with dozer, hoe or endloader; Fwd and similar types; Blaw knox spreader & similar types; Trench machines; Pump crete, belt crete, squeeze crete, screw type pumps & gypsum (operator will clean); Formless finishing machines; Flaherty spreader or similar types; Screedman on laydown machine;

Vermeer concrete saw; Premium rates on crane & derrick booms - 1c/hr per foot over 80 ft including jib, $1.00 over scale when positioned 50 ft or more adjacent ground level or water level.
GROUP 2: Bulker & pump; Power launches; Boring machine & pipe jacking machine; Dinkeys; P-H one pass soil cement machines and similar types; Wheel tractor; Back fillers; Euclid loader; fork lifts; Jeep with ditching machine or other attachemtns; tuneluger; Automatic cement & gravel batching plants; Mobile drills - soil testing & similar types; Pugmill with pump; All one & two drum hoists; Dewatering systems; Straw blower; Hudro seeder; Boring machine; Hydro boom; Bump grinders-self propelled; assistant heavy equipment greaser; APSCO spreader; Tractors - track type w/o power units pulling rollers; Rollers on asphalt, brick, or macadam; Concrete breakers; concrete spreaders; Cement strippers; Cement finishing machines & CMI texture & reel curing machines; Vibro-tampers & similar types self-propelled; mechanical bull floats; Mixers over three bags to 27e; Winch & boom trucks; Tractor pulling power blade or elevating grader; Porter rex rail; Clary screed; Mule pulling rollers; Pugmill W/O pump; Barber greene or similar loaders; Track type tractor with power unit; Fireman; Spray machine on paving; Curb machine; Paved ditch machine; Power broom; Selp-propelled conveyors; Power subgrader; Oil distributor; Straight tractor; Truck crane oiler; truck type oilers; 3-4 pieces small equipment; Oiler and 1 piece small equipment.Self-Propelled Concrete Saws.
GROUP 3: Trac air machine w/o attachments; Herman nelson heater, dravo warner, silent glo & similar (1 engineer will operate 1-5, 2 operators more than 5; Rollers, 5 ton & under on earth & gravel; Form grader; 1 or 2 generators, 1 or 2 welding machines, 1 or 2 mixers 3 bags & under; Bulk cement plant; oilers. Striaght Framed, Articulating End dump Vehicles and Truck Mounted Vac Unit (separately powered),Air Compressor (1) or (2),Air Compressor-600 CFM and under,Water Pumps-under four and one half (4 1/2") inches,Light Plants, Conveyor
GROUP 4: On designated Hazardous Waste jobs, operators shall receive $1.00 over scale.
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ENGI0841B 04/01/2002

| | Rates | Fringes |
|---|---|---|
| FORD AND IROQUOIS COUNTIES | | |
| POWER EQUIPMENT OPERATORS: | | |
| GROUP 1 | 24.10 | 9.85 |
| GROUP 2 | 15.85 | 9.85 |

POWER EQUIPMENT OPERATORS CLASSFICATIONS
GROUP 1: Power Cranes, Draglines, Derricks, Shovels, Gradalls, Mechanics, Tractor Highlift, Tournadozer, Concrete Mixers with Skip, Tournamixer, Two-Drum Machine, One-Drum Hoist with Tower or Boom, Cableways, Tower Machines, Motor Patrol, Boom Tractor, Boom or Winch Truck, Winch or Hydraulic Boom Truck, Truck Crane, Tournapull, Tractor Operating Scoops, Bulldozer, Push Tractor, Asphalt Planer, Finishing Machine on Asphalt, Large Rollers on Earth, Rollers on Asphalt Mix, Ross Carrier or Similar Machine, Gravel Processing Machine, Asphalt Plant Engineer, Paver Operator, Farm Tractor with Half Yard Bucket and/or Backhoe Attachments, Dredge Engineer, or Dredge Operator, Central Mix Plant Engineer, CMI or Similar Type Machine, Truck or Skid Mounted Concrete Pump, Tower Crane, Engine or Rock Crusher Plant, Concrete Plant Engineer, Ditching Machine with Dual Attachment, Tractor Mounted Loaders, Cherry Picker, Hydro Crane, Standard or Dinkey Locomotives, Scoopmobiles, Euclid Loader, Soil Cement Machine, Back Filler, Elevating Machine, Power Blade, Drilling Machines Including Well Testing, Caissons, Shaft or Any Similar

Type Drilling Machines, Motor Driven Paint Machine, Pipe Cleaning Machine, Pipe Wrapping Machine, Pipe Bending Machine, Apsco Paver, Boring Machine, (Head Equipment Greaser), Barber- Greene Loaders, Formless Paver, (Well Point System), Concrete Spreader, Hydra Ax, Span Saw and Similar Types, Marine Scoops, Brush Mulcher, Brush Burner, Mesh Placer, Tree Mover, Helicopter Crew (3), Piledriver - Skid or Crawler, Stump Remover, Root Rake, Tug Boat Operator, Refrigerating Machine, Freezing Operator, Chair Cart-Self Propelled, Hydra Seeder, Straw Blower, Power Sub Grader, Bull Float, Finishing Machine, Self-Propelled Pavement Breaker (Backhoe Attached), Lull (or Similar Type Machine), Two Air Compressors, Compressors Hooked in Manifold, Overhead Crane, Chip Spreader, Mud Cat, Sull-Air Fork Lifts (Except When Used For Landscaping Work), Soil Stabilazer (Seaman Tiller, Bo Mag, Rago Gator and Similar Types or Equipment), Tube Float, Spray Machine, Curing Machine, Concrete or Asphalt Milling Machine, Snooper Truck Operator.

GROUP 2: Concrete Mixers Without Skips, Rock Crusher, Ditching Machine Under 6', Curbing Machine, one Drum Machines without Tower or Boom, Air Tugger, Self-Propelled Concrete Saw, Machine-Mounted Post Hole Digger, Two to Four Generators, Water Pumps, or Welding Machines, within 400 ft., Air Compressor 600 cu. ft. and Under, Rollers on Aggregate and Seal Coat Surfaces, Fork Lifts (When Used For Landscaping Work, Concrete and Blacktop Curb Machine, Farm Tractor with less than Half Yard Bucket, One Water Pump, Oilers, Air Valves or Steam Valves, One Welding Machine, Truck Jack, Mud Jack, Gunnite Machine, House Elevators when used for Hoisting Material, Engine Tenders, Wagon Drill, Flex Plane, Conveyor, Siphons and Pulsometer, Switchman, Fireman on Paint Pots, Fireman on Asphalt Plants, Distributor Operators on Trucks, Tampers, Self- Propelled Power Broom, Striping Machine (Motor Driven), Form Tamper, Bulk Cement Plant Equipment Greaser, Deck Hands, Truck Crane Oiler-Driver, Cement Blimps, Form Grader, Temporary Heat, Throttle Valve, Farm Tractor, Super Sucker (And Similar Type of Equipment).

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ENGI9150C 06/01/2002

| | Rates | Fringes |
|---|---|---|
| DU PAGE, KANE, KENDALL, LAKE, MC HENRY, AND WILL COUNTIES: | | |
| POWER EQUIPMENT OPERATORS: | | |
| GROUP 1 | 32.05 | 11.85 |
| GROUP 2 | 31.50 | 11.85 |
| GROUP 3 | 29.45 | 11.85 |
| GROUP 4 | 28.05 | 11.85 |
| GROUP 5 | 26.85 | 11.85 |

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt Plant*; Asphalt Heater and Planer combination; Asphalt Heater Scarfire*,Asphalt Spreader; Autograder/ GOMACO or similar; ABG Paver*, Backhoes with Caisson attachment*, Ballast Regulator,Belt Loader*;Caisson Rigs*Car Dumper, Central Redi-Mix Plant*,Combination Backhoe; Front End Loader Machine (1 cu yd or over Backhoe bucket or with attachments); Concrete Breaker (truck mounted);Concrete Conveyor; Concrete Paver over 27E cu ft*; Concrete Placer*; Concrete Tube Float; Cranes, all attachments*; Cranes, Hammerhead, Linden, Peco and machines of a like nature*; Creter Crane; Crusher, stone; All Derricks; Derrick Boats; Derricks, traveling*; Dowell Machine with Air Compressor ($1.00 above Class 1); Dredges*; Field Mechanic Welder; Formless Curb and Gutter Machine*; Gradall and machines of a like nature*; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver mounted*; Hoists, one, two, and three Drum; Hydraulic Backhoes*; Backhoes with Shear attachments*; Mucking Machine;

Pile Drivers and Skid Rig*; Pre-Stress Machine; Pump Cretes Dual Ram (requires frequent lubrication and water)*; Rock Drill-Crawler or Skid Rig*; Rock Drill truck mounted*; Rock/ Track Tamper; Roto Mill Grinder, (36" and over)*; Slip-Form Paver*; Soil Test Drill Rig, truck mounted*; Straddle Buggies; Hydraulic Telescoping Form (tunnel); Tractor Drawn Belt Loader*; Tractor Drawn Belt Loader with attached Pusher(two engineers); Tractor with boom; Tractaire with attachment; Traffic Barrier Transfer Machine*; Trenching Machine; Truck Mounted Concrete Pump with boom*; Underground Boring and/or Mining Machines 5 ft in diameter and over tunnel, etc.*; Wheel Excavator* & Widener (Apsco); Raised or Blind Hoe Drill, Tunnel & Shaft*
GROUP 2: Batch Plant*; Bituminous Mixer; Boiler and Throttle Valve; Bulldozer; Car Loader Trailing Conveyors; Combination Backkhoe Front End Loader Machine, (less than 1 cu yd Backhoe Bucket with attachments); Compressor and Throttle Valve; Compressor, common receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S series to and including 27 cu ft; Concrete Spreader; Concrete Curing Machine; Burlap Machine; Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or similar type); Drills (all); Finishing Machine-Concrete; Greaser Engineer; Highlift Shovels or Front End Loader; Hoist-Sewer Dragging Machine; Hydraulic Boom Trucks, all attachments; Hydro-Blaster (requires two operators); Laser Screed*; Locomotives, Dinky; Off-Road Hauling Units (including articulating); Pump Cretes; Squeeze Cretes-Screw Type pumps, Gypsum Bulker and Pump; Roller Asphalt; Rotary Snow Plows; Rototiller, Seaman, self-Propelled; Scoops-Tractor Drawn; Self-propelled Compactor; Spreader-Chip-Stone; Scraper; Scraper-Prime Mover in Tandem regardless of size (add $1.00 to Group 2 hourly rate for each hour and for each machine attached thereto add $1.00 to Group 2 hourly rate for each hour); Tank Car Heater; Tractors, Push, pulling Sheeps Foot, Disc, or Compactor, etc; Tug Boats
GROUP 3: Boilers; Brooms, all power propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer, two bag and over; Conveyor, Portable; Farm type Tractors used for mowing, seeding, etc; Fireman on Boilers; Forklift Trucks; Grouting Machines; Hoists, Automatic; Hoists, all Elevators; Hoists, Tugger single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-hole Digger; Power Saw, Concrete, Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with A-Frame; Work Boats; Tamper-Form motor driven
GROUP 4: Air compressor - Small 250 and under (1 to 5 not to exceed a total of 300 ft); Air Compressor - Large over 250; Combination - Small Equipment Operator; Directional Boring Machine; Generators - Small 50 kw and under; Generators - Large , over 50 kw; Heaters, Mechanical; Hydraulic power unit (Pile Driving, Extracting or Drilling); Light Plants (1 to 5); Pumps, over 3" (1 to 3, not to exceed a total of 300 ft); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 small electric drill winches;
GROUP 5: Bobcats (All); Brick Forklifts; Oilers; Directional Boring
*-Requires Oiler

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IRON0112B 05/01/2003

| | Rates | Fringes |
|---|---|---|
| LIVINGSTON, MARSHALL (Southwestern corner), MCLEAN (Western 1/2), & WOODFORD COUNTIES | | |
| IRONWORKERS | 23.97 | 13.17 |

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IRON0380F 05/01/2002

| | Rates | Fringes |
|---|---|---|
| FORD & MCLEAN (Eastern 1/2) COUNTIES | | |
| IRONWORKERS | 23.02 | 10.79 |

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IRON0386A 12/01/2002

| | Rates | Fringes |
|---|---|---|
| LA SALLE, MARSHALL (Except Southwestern corner) & PUTNAM COUNTIES | | |
| IRONWORKERS | 24.00 | 14.02 |

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IRON0444A 06/01/2002

| | Rates | Fringes |
|---|---|---|
| GRUNDY COUNTY: | | |
| IRONWORKERS | 28.00 | 16.86 |

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IRON0465A 06/01/2002

| | Rates | Fringes |
|---|---|---|
| KANKAKEE COUNTY: | | |
| IRONWORKERS | 27.00 | 13.72 |

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LABO0002I 06/01/2002

| | Rates | Fringes |
|---|---|---|
| GRUNDY COUNTY | | |
| LABORERS: | | |
| GROUP 1 | 28.00 | 6.67 |
| GROUP 2 | 28.10 | 6.67 |
| GROUP 3 | 28.20 | 6.67 |
| GROUP 4 | 28.25 | 6.67 |
| GROUP 5 | 28.50 | 6.67 |
| GROUP 6 | 28.75 | 6.67 |
| GROUP 7 | 28.65 | 6.67 |

LABORERS CLASSIFICATIONS

GROUP 1 - mortar mixers; Scaffolds; Sewer and trench work (ground level down to 8 feet); Catch basin and manhole diggers, mesh handling on road to work, Cement and mineral filler handler, concrete puddlers, Batch dumpers (cemt & asphalt); Vibrator operator; Sand and Stone wheelers to mixer (handler); Concrete wheelers; Airtamping hammermen; Concrete & paving breakers; Rock drillers/ Jackhammermen; Chipping hammermen; Asphalt; laborer; Chain and power saws; Pit men; Fencing laborers; Mason tender (mortar and brick wheeler); Kettlemen & tarmen, tank cleaners; Scaffold, staging laborers; Pot Firemen (tarmen); Heaters tender for any purpose; Water pumps (portable water pumps shall be tended by laborers if the employer determines tending is required); Rip rap; Handling of slab steel road forms in any manner (except road form setting); Setting center strips, Contraction and expansion joints (road work); Unloading and handling of lumber, brick, transite materials, cast iron water pipe, reinforced concrete rods, sewer and drain tile railroad tiles and all other creosoted materials, paving blocks and concrete forms; Handling of insulation of any type, all work involving the unloading of materials, fixtures, or furnishing, whether crated or uncrated; all mortar and composition mixers of sewer work; track laborers; Chimney and silo laborers working at a height of 1 to 48 feet; All laborers working on swing, suspended, or any type or make of scaffolding 1 to 48 feet; All laborers working inside a sphere or any type or make of tank; Working inside a sphere or any type or make of tank from bottom to a height of 48 feet; Form Strippers (any type); Mechanical or motorized buggies, for concrete or masonsl Use of skid steer loads or any other machinery which replaces the wheelbarrow or buggy; Handling multiple concrete duct or any other type of pipe

used in public utility work unless otherwise specified herein; Snapping of wall ties and removal of rods, drilling of anchor bolt holes; Concrete or aspahlt clipper type saws and self-propelled saws; Shoulder and grade laborers; All hydraulic electric and air or any other type of tools; Grouting and caulking; Cleaning lumber, Nail pulling, Deck hand; Dredgehand; shore laborer; Bankmen on Floating Plant; Tool and material checkers; signalmen and Flagmen on all construction work defined herein; Cleaning of debris; Removal of trees; Concrete curing, temporary concrete protection regardless of manner or materials used; Laborers on Apsco; Janitorial; Wrecking and demolition laborers

GROUP 2 - Sewer and drain pipelayers and multiple concrete duct or any other type of pipe used on public utility work (ground level to 8 feet); Pumpcrete pipehandlers;

GROUP 3 - Asphalt rakers; Hod Carriers; Plasterer Laborers; Gunnite laborers, Slab for setters on roads, highways, streets, airports runaways, and radii (any type of form) stringline men for all aforementioned work; Wage and tower drillers on land and floating plant used on dredging; Asphalt gunners and plug men (undercoating on road work); Mortar pump laborers; Plaster pump laborer

GROUP 4 - Tunnel miners, and all laborers inside tunnel; air blown pipemen, torchmen (burners); Mortaring men on sewer and drain pipe (the applying of mortar and composition mixes), all bottom men on sewer work-all sewer and drain pipelayers-multiple concrete duct or any other type of pipe used on public utility work-8 feet or more below ground level, and all other sewer and trench laborers 8 feet or more below ground level regardless of excavation area; All labor work inside cofferdam; Use of a 10 foot or more drill steel for hand held drills; Caisson laborers ground level dwon 15 feet; All air tools 8 feet or more below ground level; All laborers working on swining-suspended on any type or make of scaffold, 48 feet to 100 feet; All chimney and silo laborers working at a height of 48 to 100 feet; All tamping hammers over 150 lbs.; All laborers working inside of a sphere or any type or make of tank at a height of 48 feet to 100 feet; all hydraulic, electric and air tools or any other type 8 feet or more below ground level; Vibrators-any type-8 feet or more below ground level

GROUP 5 - Gunnite nozzle men; Caisson laborers and all tamping hammers from 150 lbs and over; from 15 feet below ground level down to 50 feet

GROUP 6 - All underground cavern laborers; Caisson laborers 50 feet or more below ground level; Laborers working under radio active conditions (suiting up); Blasting men (Powdermen)

GROUP 7 - Dosimeter (any device) used for monitoring nuclear exposure; Asbestos abatement worker; Toxic and hazardous waste removal laborer

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LABO0362A 05/01/2002

| | Rates | Fringes |
|---|---|---|
| MCLEAN COUNTY | | |
| LABORERS: | | |
| GROUP 1 | 21.75 | 8.64 |
| GROUP 2 | 22.05 | 8.64 |
| GROUP 3 | 22.05 | 8.64 |
| GROUP 4 | 22.75 | 8.64 |

LABORERS CLASSIFICATIONS

GROUP 1: UNSKILLED - All classifications not listed below

GROUP 2: SEMI-SKILLED - Handling of materials treated with oil, creosote, asphalt and/or foriegn material harmful to skin or clothing; Track laborers; Cement handlers; Chloride handlers;

Unloading and laborers with Steel Workers and Re-bars; Concrete Workers (wet); Batch Dumpers; Mason Tenders; Kettle and Tar Men; Tank Cleaners; Plastic Installers; Scaffold Workers; Motorized buggies or motorized unit used for wet concrete or handling of building materials; Laborers with de-watering systems; Sewer workers plus depth; Vibrator Operators; Motor Mixer Operators; Cement Silica, clay, fly ash, lime and plasters, handlers (bulk or bag); Cofferdam workers plus depth; Concrete paving, placing, cutting and tying of reinforcing; Deck hand, dredge hand and shore laborers; Bankmen on floating plant; Asphalt workers with machine and layers; Grade checker; Power tools; Driving all stakes, stringlines for all machinery; Setting and building of manholes and catch basins; Stripping of all concrete forms except paving forms; All concrete paving and slope walls, placing, cutting and tying of reinforcing (re-bars and wire mesh)
GROUP 3: SKILLED - Caisson Workers plus depth; Gunnite Nozzle Men; Lead Man on Sewer Work; Welders, Cutters, Burners & Torchmen; Chain Saw Operators; Paving Breaker, Jackhammer & Drill Operators; Layout Man and/or tile layer; Steel Form Setters (Street & Hwy); Air Tamping hammerman; Signal man on Crane; Concrete Saw Operator; Screenman on Asphalt Pavers; Front End Man on Chip Spreader; Laborers tending masons with hot materials or where foreign materials are used; Multiple Concrete duct-leadman; Luteman; Asphalt Raker; Curb Asphalt Machine Operator; Ready mix scalemen, permanent, portable or temporary plant; Laborers handling masterplate or similar materials; Laser Beam Operator; Coring Machine Operator; Plasterer Tenders; Underpinning and Shoring of Building; Material selector when working with firebrick or castable materials; Fire Watch; Signalling of all power equipment; Tree Topper or Trimmer
GROUP 4: Dynamite man; Asbestos Abatement Worker and Hazardous Waste Worker

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LABO0393A 03/01/2003

| | Rates | Fringes |
|---|---|---|
| BUREAU, LA SALLE COUNTY (except Ottawa & Vicinity), & PUTNAM COUNTIES: | & | & |
| LABORERS: | | |
| GROUP 1 | 21.54 | 8.07 |
| GROUP 2 | 21.74 | 8.07 |
| GROUP 3 | 21.94 | 8.07 |
| GROUP 4 | 22.54 | 8.07 |

LABORERS CLASSIFICATIONS
GROUP 1: SKILLED - All classifications not listed below
GROUP 2: SEMI-SKILLED - Handling of materials treated with oil, creosote, asphalt and/or foriegn material harmful to skin or clothing; Track laborers; Cement handlers; Chloride handlers; Unloading and laborers with Steel Workers and Re-bars; Concrete Workers (wet); Batch Dumpers; Mason Tenders; Kettle and Tar Men; Tank Cleaners; Plastic Installers; Scaffold Workers; Motorized buggies or motorized unit used for wet concrete or handling of building materials; Laborers with de-watering systems; Sewer workers plus depth; Vibrator Operators; Motor Mixer Operators; Cement Silica, clay, fly ash, lime and plasters, handlers (bulk or bag); Cofferdam workers plus depth; Concrete paving, placing, cutting and tying of reinforcing; Deck hand, dredge hand and shore laborers; Bankmen on floating plant; Asphalt workers with machine and layers; Grade checker; Power tools; Driving all stakes, stringlines for all machinery; Setting and building of manholes and catch basins; Stripping of all concrete forms except paving forms; All concrete paving and slope walls, placing, cutting and tying of reinforcing (re-bars and wire mesh)
GROUP 3: SKILLED - Caisson Workers plus depth; Gunnite Nozzle

Men; Lead Man on Sewer Work; Welders, Cutters, Burners & Torchmen; Chain Saw Operators; Paving Breaker, Jackhammer & Drill Operators; Layout Man and/or tile layer; Steel Form Setters (Street & Hwy); Air Tamping hammerman; Signal man on Crane; Concrete Saw Operator; Screenman on Asphalt Pavers; Front End Man on Chip Spreader; Laborers tending masons with hot materials or where foreign materials are used; Multiple Concrete duct-leadman; Luteman; Asphalt Raker; Curb Asphalt Machine Operator; Ready mix scalemen, permanent, portable or temporary plant; Laborers handling masterplate or similar materials; Laser Beam Operator; Coring Machine Operator; Plasterer Tenders; Underpinning and Shoring of Building; Material selector when working with firebrick or castable materials; Fire Watch; Signalling of all power equipment; Tree Topper or Trimmer
GROUP 4: Dynamite man; Asbestos Abatement Worker and Hazardous Waste Worker

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LABO0751B 05/01/2002

| | Rates | Fringes |
|---|---|---|
| FORD, IROQUOIS & KANKAKEE COUNTIES: | | |
| LABORERS: | | |
| GROUP 1 | 21.92 | 8.22 |
| GROUP 2 | 22.22 | 8.22 |
| GROUP 3 | 22.22 | 8.22 |
| GROUP 4 | 22.92 | 8.22 |

LABORERS CLASSIFICATIONS
GROUP 1: UNSKILLED - All classifications not listed below
GROUP 2: SEMI-SKILLED - Handling of materials treated with oil, creosote, asphalt and/or foriegn material harmful to skin or clothing; Track laborers; Cement handlers; Chloride handlers; Unloading and laborers with Steel Workers and Re-bars; Concrete Workers (wet); Batch Dumpers; Mason Tenders; Kettle and Tar Men; Tank Cleaners; Plastic Installers; Scaffold Workers; Motorized buggies or motorized unit used for wet concrete or handling of building materials; Laborers with de-watering systems; Sewer workers plus depth; Vibrator Operators; Motor Mixer Operators; Cement Silica, clay, fly ash, lime and plasters, handlers (bulk or bag); Cofferdam workers plus depth; Concrete paving, placing, cutting and tying of reinforcing; Deck hand, dredge hand and shore laborers; Bankmen on floating plant; Asphalt workers with machine and layers; Grade checker; Power tools; Driving all stakes, stringlines for all machinery; Setting and building of manholes and catch basins; Stripping of all concrete forms except paving forms; All concrete paving and slope walls, placing, cutting and tying of reinforcing (re-bars and wire mesh)
GROUP 3: SKILLED - Caisson Workers plus depth; Gunnite Nozzle Men; Lead Man on Sewer Work; Welders, Cutters, Burners & Torchmen; Chain Saw Operators; Paving Breaker, Jackhammer & Drill Operators; Layout Man and/or tile layer; Steel Form Setters (Street & Hwy); Air Tamping hammerman; Signal man on Crane; Concrete Saw Operator; Screenman on Asphalt Pavers; Front End Man on Chip Spreader; Laborers tending masons with hot materials or where foreign materials are used; Multiple Concrete duct-leadman; Luteman; Asphalt Raker; Curb Asphalt Machine Operator; Ready mix scalemen, permanent, portable or temporary plant; Laborers handling masterplate or similar materials; Laser Beam Operator; Coring Machine Operator; Plasterer Tenders; Underpinning and Shoring of Building; Material selector when working with firebrick or castable materials; Fire Watch; Signalling of all power equipment; Tree Topper or Trimmer
GROUP 4: Dynamite man; Asbestos Abatement Worker and Hazardous Waste Worker

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LABO0911A 03/01/2003

| | Rates | Fringes |
|---|---|---|
| LA SALLE COUNTY (Ottawa & vicinity) | | |
| LABORERS: | | |
| GROUP 1 | 21.54 | 8.07 |
| GROUP 2 | 21.74 | 8.07 |
| GROUP 3 | 21.94 | 8.07 |
| GROUP 4 | 22.54 | 8.07 |

LABORERS CLASSIFICATIONS

GROUP 1: UNSKILLED - All classifications not listed below

GROUP 2: SEMI-SKILLED - Handling of materials treated with oil, creosote, asphalt and/or foriegn material harmful to skin or clothing; Track laborers; Cement handlers; Chloride handlers; Unloading and laborers with Steel Workers and Re-bars; Concrete Workers (wet); Batch Dumpers; Mason Tenders; Kettle and Tar Men; Tank Cleaners; Plastic Installers; Scaffold Workers; Motorized buggies or motorized unit used for wet concrete or handling of building materials; Laborers with de-watering systems; Sewer workers plus depth; Vibrator Operators; Motor Mixer Operators; Cement Silica, clay, fly ash, lime and plasters, handlers (bulk or bag); Cofferdam workers plus depth; Concrete paving, placing, cutting and tying of reinforcing; Deck hand, dredge hand and shore laborers; Bankmen on floating plant; Asphalt workers with machine and layers; Grade checker; Power tools; Driving all stakes, stringlines for all machinery; Setting and building of manholes and catch basins; Stripping of all concrete forms except paving forms; All concrete paving and slope walls, placing, cutting and tying of reinforcing (re-bars and wire mesh)

GROUP 3: SKILLED - Caisson Workers plus depth; Gunnite Nozzle Men; Lead Man on Sewer Work; Welders, Cutters, Burners & Torchmen; Chain Saw Operators; Paving Breaker, Jackhammer & Drill Operators; Layout Man and/or tile layer; Steel Form Setters (Street & Hwy); Air Tamping hammerman; Signal man on Crane; Concrete Saw Operator; Screenman on Asphalt Pavers; Front End Man on Chip Spreader; Laborers tending masons with hot materials or where foreign materials are used; Multiple Concrete duct-leadman; Luteman; Asphalt Raker; Curb Asphalt Machine Operator; Ready mix scalemen, permanent, portable or temporary plant; Laborers handling masterplate or similar materials; Laser Beam Operator; Coring Machine Operator; Plasterer Tenders; Underpinning and Shoring of Building; Material selector when working with firebrick or castable materials; Fire Watch; Signalling of all power equipment; Tree Topper or Trimmer

GROUP 4: Dynamite man; Asbestos Abatement Worker and Hazardous Waste Worker

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LABO0996A 05/01/2002

| | Rates | Fringes |
|---|---|---|
| LIVINGSTON, MARSHALL & WOODFORD COUNTIES | | |
| LABORERS: | | |
| GROUP 1 | 21.54 | 8.82 |
| GROUP 2 | 21.84 | 8.82 |
| GROUP 3 | 21.84 | 8.82 |
| GROUP 4 | 22.54 | 8.82 |

LABORERS CLASSIFICATIONS

GROUP 1: UNSKILLED - All classifications not listed below

GROUP 2: SEMI-SKILLED - Handling of materials treated with oil, creosote, asphalt and/or foriegn material harmful to skin or clothing; Track laborers; Cement handlers; Chloride handlers; Unloading and laborers with Steel Workers and Re-bars; Concrete Workers (wet); Batch Dumpers; Mason Tenders; Kettle and Tar Men; Tank Cleaners; Plastic Installers; Scaffold Workers; Motorized buggies or motorized unit used for wet concrete or handling of

building materials; Laborers with de-watering systems; Sewer workers plus depth; Vibrator Operators; Motor Mixer Operators; Cement Silica, clay, fly ash, lime and plasters, handlers (bulk or bag); Cofferdam workers plus depth; Concrete paving, placing, cutting and tying of reinforcing; Deck hand, dredge hand and shore laborers; Bankmen on floating plant; Asphalt workers with machine and layers; Grade checker; Power tools; Driving all stakes, stringlines for all machinery; Setting and building of manholes and catch basins; Stripping of all concrete forms except paving forms; All concrete paving and slope walls, placing, cutting and tying of reinforcing (re-bars and wire mesh)
GROUP 3: SKILLED - Caisson Workers plus depth; Gunnite Nozzle Men; Lead Man on Sewer Work; Welders, Cutters, Burners & Torchmen; Chain Saw Operators; Paving Breaker, Jackhammer & Drill Operators; Layout Man and/or tile layer; Steel Form Setters (Street & Hwy); Air Tamping hammerman; Signal man on Crane; Concrete Saw Operator; Screenman on Asphalt Pavers; Front End Man on Chip Spreader; Laborers tending masons with hot materials or where foreign materials are used; Multiple Concrete duct-leadman; Luteman; Asphalt Raker; Curb Asphalt Machine Operator; Ready mix scalemen, permanent, portable or temporary plant; Laborers handling masterplate or similar materials; Laser Beam Operator; Coring Machine Operator; Plasterer Tenders; Underpinning and Shoring of Building; Material selector when working with firebrick or castable materials; Fire Watch; Signalling of all power equipment; Tree Topper or Trimmer
GROUP 4: Dynamite man; Asbestos Abatement Worker and Hazardous Waste Worker

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PAIN0014E 06/01/2000

| | Rates | Fringes |
|---|---|---|
| GRUNDY COUNTY | | |
| PAINTERS: | 27.50 | 8.82 |

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PAIN0030N 05/01/2002

| | Rates | Fringes |
|---|---|---|
| LA SALLE & PUTNAM COUNTIES: | | |
| PAINTERS: | | |
| Brush | 24.45 | 7.05 |
| Sandblasting; Spray | 25.45 | 7.05 |

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PAIN0030R 05/01/2002

| | Rates | Fringes |
|---|---|---|
| FORD, LIVINGSTON, & MCLEAN COUNTIES | | |
| PAINTERS: | | |
| Brush | 24.45 | 7.05 |
| Spray, Taper, Steel High Work | 24.95 | 7.05 |
| Airless Spraying & Bridges | 25.45 | 7.05 |

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PAIN0157A 05/01/2002

| | Rates | Fringes |
|---|---|---|
| MARSHALL, & WOODFORD COUNTIES | | |
| PAINTER: | | |
| Brush | 24.45 | 7.05 |
| Spray, Pressure Roller, Sandblast, Bridge & New Structural Steel work | 25.30 | 7.05 |

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PLAS0012A 05/01/2001

| | Rates | Fringes |
|---|---|---|
| MARSHALL, MASON, & WOODFORD (Remainder) COUNTIES | | |
| CEMENT MASONS | 22.38 | 10.00 |

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PLAS0152A 05/01/2000

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                                      Rates           Fringes
LIVINGSTON (Remainder), MCLEAN, & WOODFORD (Eastern part, except
Roanoke) COUNTIES
 CEMENT MASONS                         20.325          8.90
-----------------------------------------------------------------
 PLAS0158B  06/01/2001
                                      Rates           Fringes
FORD, LASALLE, PUTNAM, & LIVINGSTON (Southeast part) COUNTIES
 CEMENT MASONS                         23.99          8.95
-----------------------------------------------------------------
 PLAS0161A  06/01/1993
                                      Rates           Fringes
IROQUOIS AND KANKAKEE COUNTIES
 CEMENT MASONS                         17.95           3.75
-----------------------------------------------------------------
 TEAM0025A  04/01/1995
                                      Rates           Fringes
FORD (Northern 1/2), GRUNDY, LIVINGSTON (Remainder), WOODFORD
(East of Route 51 & North of Route 24) COUNTIES
 TRUCK DRIVERS:
  2 OR 3 Axles                         20.90          206.00/wk
  4 Axles                              21.05          206.00/wk
  5 Axles                              21.25          206.00/wk
  6 Axles                              21.45          206.00/wk
-----------------------------------------------------------------
 TEAM0705A  06/01/2002
                                      Rates           Fringes
IROQUOIS (Except Southeastern Corner) & KANKAKEE COUNTIES
 TRUCK DRIVERS:
  2-3 Axles                            25.20            a+b
  4 Axles                              25.35            a+b
  5 Axles                              25.55            a+b
  6 Axles                              25.75            a+b
  Additional $.20 per axle over 6 axles
FOOTNOTE:
 a.  327.80 per week
 b.  Vacation Pay:-Any employee having worked 900 hours or
     more in any one calender year for the same employer shall
     be entilted to one week vacation with pay. Any employee
     having worked 900 hours or more in any one calendar year
     for the same employer and who shall have worked for the
     same employer at least 900 hours in each of the two
     preceding years, shall be entilted to a two week vacation
     with pay. Employees working less than 900, but more than
     200 hours in any calendar year shall receive 50 cents per
     hour for all hours worked, which is to be paid by
     December 31, of the currant year.
-----------------------------------------------------------------
WELDERS - Receive rate prescribed for craft performing operation
to which welding is incidental.
=================================================================
Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29 CFR 5.5(a)(1)(ii)).
-----------------------------------------------------------------
In the listing above, the "SU" designation means that rates
listed under that identifier do not reflect collectively
bargained wage and fringe benefit rates.  Other designations
indicate unions whose rates have been determined to be
prevailing.
      WAGE DETERMINATION APPEALS PROCESS
1.) Has there been an initial decision in the matter?  This can
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be:
* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

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

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

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

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

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

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

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

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

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

END OF GENERAL DECISION

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**General Decision Number: IL030014 06/13/2003**

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 General Decision Number: IL030014  06/13/2003
 Superseded General Decision No. IL020014
 State: Illinois
 Construction Type:
 HEAVY
 HIGHWAY
 County(ies):
 FULTON              MCDONOUGH           TAZEWELL
 HANCOCK             MERCER              WARREN
 HENDERSON           PEORIA
 KNOX                STARK
 HEAVY CONSTRUCTION PROJECTS (including Sewer & Water Line
 Construction & Drainage Projects) & HIGHWAY CONSTRUCTION PROJECT
 (excluding tunnels, building structures in rest areas projects,
 and railroad construction; bascule, suspension & spandrel arch
 bridges, bridges designed for commercial navigation; bridges
 involving marine construction; other major bridges)
 Modification Number     Publication Date
             0             06/13/2003
COUNTY(ies):
FULTON              MCDONOUGH           TAZEWELL
HANCOCK             MERCER              WARREN
HENDERSON           PEORIA
KNOX                STARK
 CARP0166C  08/01/2002
                                   Rates           Fringes
HENDERSON & MERCER COUNTIES
 CARPENTERS                         24.27           9.02
 PILEDRIVERMEN                      24.27           9.02
----------------------------------------------------------------
 CARP0183G  05/01/2002
                                   Rates           Fringes
KNOX, PEORIA, TAZEWELL (N 1/3) & WARREN COUNTIES:
 CARPENTERS                         23.82          10.30
 PILEDRIVERMEN                      24.32          10.30
----------------------------------------------------------------
 CARP0195G  08/01/2002
                                   Rates           Fringes
STARK COUNTY
 CARPENTERS                         23.33          10.56
----------------------------------------------------------------
 CARP0644D  05/01/2002
                                   Rates           Fringes
FULTON, HANCOCK, MCDONOUGH, & TAZEWELL (S 2/3) COUNTIES:
 CARPENTERS                         23.83          10.29
 PILEDRIVERMEN                      24.33          10.29
----------------------------------------------------------------
 ELEC0034G  03/01/1999
                                   Rates           Fringes
FULTON (Except Cass, Deerfield, Ellisville, Harris, Lee, Union,
Young, & Hickory Twps), PEORIA, STARK (Essex, Valley & West
Hersey Twps) & TAZEWELL COUNTIES
 ELECTRICIANS                       23.48           5.28+3%
 CABLE SPLICERS                     25.48           5.28+3%
STARK (Elmira, Goshen, Osceola, Penn, & Toulon Twps.) COUNTY
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 ELECTRICIANS:
  Work not to exceed $4,000           16.10           2.07
  Work exceeding $4,000               16.60           2.09
-----------------------------------------------------------------
 ELEC0034H  03/01/1999
                                    Rates           Fringes
FULTON (Cass, Deerfield, Ellisville, Harris, Lee, Union, Young, &
Hickory Twps), HENDERSON, KNOX, MCDONOUGH (Blandinsville,
Prairie City, Emmet, Tennesee, Scotland, Sciota, Bushnell,
Chalmers Twps), MERCER (Ohio Grove, Suez  & N. Henderson Twps),
& WARREN COUNTIES
 ELECTRICIANS                         22.94           5.11+3%
 CABLE SPLICERS                       24.94           5.11+3%
-----------------------------------------------------------------
 ELEC0051C  03/01/2001
                                    Rates           Fringes
FULTON, HANCOCK, HENDERSON, KNOX, MCDONOUGH, MERCER (N. Henderson
& Suez Twps), PEORIA, STARK, TAZEWELL, & WARREN COUNTIES:
 LINE CONSTRUCTION:
  Lineman                             27.77          2.10+25.5%
  Equipment Operator (All crawler
  type equipment larger than D-4,
  15 ton crane or larger)             25.79          2.10+25.5%
  Groundman-Truck Driver with Winch,
  may operate diggers, 5th wheel type
  trucks, crawler-type equipment,D-4
  & smaller,backhoe 3/4 yard & under,
  rubber tired & crawlers w/end loader
  & may drive bucket truck & live boom
  type line trucks)                   19.44          2.10+25.5%
  Groundman-Truck Driver w/o Winch    18.26          2.10+25.5%
  Groundman                           17.35          2.10+25.5%
-----------------------------------------------------------------
 ELEC0145F  06/03/2002
                                    Rates           Fringes
MERCER (Except Ohio Grove, N. Henderson, and Suex Twps)
COUNTY:
 ELECTRICIANS                         25.42             3%+8.68
-----------------------------------------------------------------
 ELEC0145I  12/01/1997
                                    Rates           Fringes
MERCER COUNTY (Except North Henderson and Surz Twps)
 LINE CONSTRUCTION:
  Lineman, Technician, Heavy
Equipment Operator                 23.12           2.00+20.5%
  Cable Splicer                       23.32           2.00+20.5%
  Dynamiter                           19.36           2.00+20.5%
  Groundman Equipment Operator        18.38           2.00+20.5%
  Groundman Truck Driver W/Winch      16.03           2.00+20.5%
  Groundman                           15.40           2.00+20.5%
-----------------------------------------------------------------
 ENGI0649B  04/01/2003
                                    Rates           Fringes
FULTON, HANCOCK, HENDERSON, KNOX, MCDONOUGH, PEORIA, STARK,
TAZEWELL, & WARREN COUNTIES
POWER EQUIPMENT OPERATORS:
 GROUP 1                              25.74          11.90
 GROUP 2                              23.75          11.90
 GROUP 3                              20.49          11.90
 GROUP 4                              *
 POWER EQUIPMENT OPERATORS CLASSIFICATIONS
GROUP 1:  Cranes; Hydro Crane;  Shovels; Crane type Backfiller;
Tower Cranes-Mobile, Crawler, Stationary; Derrick & Hoist (3
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drum); Draglines; Drott Yumbo & similar types considered as Cranes; Backhoe; Derrick Boats; Pile Driver and Skid Rigs; Clam Shell; Locomotive Cranes; Road Pavers (Single Drum, Dual Drum, Tri Batcher); Motor Patrol & Power Blades (Dunmore, Elevating & similar types); Mechanics; Central Concrete Mixing Plant Operator; Asphalt Batch Plant Operator and Plant Engineer; Gradall; Caisson Rigs; Skimmer Scoop, Koehring Scooper; Dredges; Hoptoe; All Cherry Pickers; Work Boat; Ross Carrier; Helicopter; Dozer; Tournadozer; Tournapulls (all & similar types); Multiple Unit Earth Movers; Scoops, 25 cents per hour for each scoop over one; Pushcats; Endloaders; Asphalt Surfacing Machine; Slip Form Pacer; Rock Crusher; Heavy Equipment Greaser (Top Greaser on Spread); CMI, Auto Grade, CMI Belt Placer (3 track & similar types); Side Booms; Asphalt Heater & Planer combination; Wheel Tractors with Dozer, Hoe or End Loader; FWD & similar types; Blaw Knox Spreader & similar types; Trench Machines; Pump Crete, Belt Crete, Squeeze Crete, Screw Type Pumps & Gypsum; Formless Finishing Machines; Flaherty Spreader or similar types; Screedman on Laydown Machine; Vermeer Concrete Saw; Premium rates on Crane & Derrick Booms = one cent per hour per foot over 80 feet including jib, $1.00/hour over scale when positioned 50 ft or more adjacent ground level or water level.
GROUP 2: Bulker & Pump; Power Launches; Boring Machine & Pipe Jacking Machine; Dinkeys; P-H one Pass Soil Cement Machines and similar types: Wheel Tractor; Back Fillers; Euclid Loader; Fork LIfts; Jeep with Ditching Machines or other attachments; Tuneluger; Automatic Cement & Gravel Batching Plants; Mobile Drills Soil Testing and similar types); Pugmill with Pump; All 1 and 2 Drum Hoists; De-watering Systems; Straw Blower; Hydro Seeder; Boring Machine; Hydro Boom; Bump Grinders, Self Propelled; Assistnat Heavy Equipment Greaser; Apsco Spreader Tractors (Track Type w/o Power Units pulling Rollers); Rollers on Asphalt, Brick, or Macadam; Concrete Breakers; Concrete Spreaders; Cement Strippers; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Vibro-Tampers & similar types self-propelled; Mechanical Bull-Floats; Mixers over 3 bags to 27E; Winch & Boom Trucks; Tractor pulling Power Blade or Elevating Grader; Porter Rex RAil; Clary Screed; Mule pulling Rollers; Pugmill w/o Pump; Barber Greene or similar Loaders; Track Type Tractor with power unit; Fireman; Spray Machine on paving; Curb Machine; Paved Ditch Machine; Power Broom; Self-Propelled Conveyors; Power Subgrader; Oil Distributor; Straight Tractor; Truck Crane Oiler; Truck Type Oilers; 3-4 pieces Small Equipment; Oiler and 1 piece small equipment.Self-Propelled Concrete Saws.
GROUP 3: Trac Air Machine w/o Attachments; Herman Nelson Heater, Dravo Warner, Silent Glo & similar (one Engineer will operate 1-5; Two Operators more than 5); Rollers, 5 tons & under on earth & gravel; Form Grader; 1 or 2 generators, 1 or 2 Welding Machines, 1 or 2 Mixers 3 bags & under; Bulk Cement Plant; Oilers Straight frammed, Articulating End Dump Vecicles and Truck mounted Vac unit (separately powered.), Air Compressor (1) or (2), Air compressor-600 CFM and under,Water Pumps-under four and one half (4 1/2") inches, Light Plants, & Conveyor
GROUP 4: On designated Hazardous Waste jobs, operators shall receive $1.00 over scale.

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ENGI8150D 01/01/2002

| | Rates | Fringes |
|---|---|---|
| MERCER COUNTY: | | |
| POWER EQUIPMENT OPERATORS: | | |
| GROUP 1 | 22.80 | 10.65 |
| GROUP 2 | 22.80 | 10.65 |

| | | |
|---|---|---|
| GROUP 3 | 20.15 | 10.65 |
| GROUP 4 | 20.15 | 10.65 |
| GROUP 5 | 19.10 | 10.65 |

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Crane; Shovel; Clamshell; Dragline; Backhoe; Derrick; Tower Crane; Cable Way; Concrete Spreader servicing two Pavers; Asphalt Spreader; Asphalt Mixer Plant Engineer; Dipper Dredge Operator; Dipper Dredge Operator Craneman; Dual Purpose Truck (Boom or Winch); Leverman or Engineman (Hydraulic Dredge); Mechanic; Paving Mixer with Tower Attached; Pile Driver; Boom Tractor; Stationary, Portable or Floating Mixing Plant; Trenching Machine (over 40 H.P.); Building Hoist (Two Drums); Hot Paint Wrapping Machine; Cleaning & Priming Machine; Backfiller (Throw Bucket); Locomotive Engineer; Welder; Tow or Push Boat; Concrete Paver; Seaman Trav-L-Plant or Similar Machines; CMI Autograder or Similar Machines; Slip Form Paver; Caisson Augering Machine; Mucking Machine; Asphalt Heater-Planer Unit; Hydraulic Cranes.

GROUP 2: Athey; Barber-Green; Euclid or Haiss Loader; Asphalt Pug Mill; Fireman & Drier; Concrete Pump; Concrete Spreader servicing one Paver; Bulldozer; Endloader; Log Chipper or Similar Machines; Elevating Grader; Group Equipment Greaser; LeTourneaupul & Similar Machines; DW-10; Hyster Winch & Similar Machines; Motor Patrol; Power Blade; Push Cat; Tractor Pulling Elevating Grader or Power Blade; Tractor Operating Scoop or Scraper; Tractor With Power Attachments; Roller on Asphalt or Blacktop; Single Drum Hoist; Jaeger Mix & Place Machine; Pipe Bending Machine; Flexaplane or Similar Machines; Automatic Curbing Machines; Automatic Cement & Gravel Batch Plants (One Stop Set-Up); Seaman Pulvi-Mixer or Similar Machines; Blastholer Self-Propelled Rotary Drill or similar Machines; Work Boat; Combination Concrete Finishing Machine & Float; Self-Propelled Sheep Foot Roller or Compactor used in conjunction with a Grading Spread; Asphalt Spreader Screed Operator; APSCO Spreader or Similar Machine; Forklift (6,000 lb. Capacity or Working at Heights above 28 ft.); Concrete Conveyors; & Chip Spreader, Off Road Haul Units.

GROUP 3: Asphalt Booster; Fireman & Pump Operator at Asphalt Plant; Mud Jack; Underground Boring Machine; Concrete Finishing Machine; Form Grader with Roller on Earth; Mixers (3 Bag TO 16E); Power Operated Bull Float; Tractor Without Power Attachment; Dope Pot (Agitating Motor); Dope Chop Machine; Distributor (Back End); Straddle Carrier; Portable Machine Fireman; Hydro-Hammer; Power Winch on Paving Work; Self-Porpelled Roller or Compactor, other than provided for above; Pump Operator (More Than One Well-Point Pump); Portable Crusher; Trench Machine (Under 40 H.P.); Power Subgrader (on Forms) or Similar Machines; Forklift (6,000 lb. Cap. or less); Gypsum Pump; Conveyor Over 20 H.P.; Fuller Kenyon Cement Pump or Similar Machines.

GROUP 4: Air Compressor (400 C.F.M. or over); Driver on Truck Crane or Similar Machines; Light Plant; Mixers (1 OR 2 Bag); Power Batching Machine (Cement Auger or Conveyor); Boiler (Engineer or Fireman); Water Pumps; Mechanical Broom; Automatic Cement & Gravel Batch Plants (Two or Three Stop Set-up); Small Rubber-Tired Tractors (not including Backhoes or Endloaders); Self-Propelled Curing Machines; & Brush Chippers.

GROUP 5: Mechanical Heater (other an Steam Boiler); Belt Machine; Small Outboard Motor Boats (Safety Boat & Life Boat); Engine Driven Welding Machine; & Small Tractor (Used to Unroll or Roll Wire Mesh).

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IRON0046E 05/01/2002

| | Rates | Fringes |
|---|---|---|
| FULTON (Southern tip including Marbletown Astoria, & Summum Twps) | | |

COUNTY
IRONWORKERS 22.88 10.82
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IRON0111E 05/01/2002
Rates Fringes
KNOX (Galesburg and area North thereof), MERCER (except SW part),
& WARREN (NW part) COUNTIES:
IRONWORKERS 22.38 12.47
---
IRON0112E 05/01/2003
Rates Fringes
FULTON (Eastern 2/3), KNOX (South and East of Galesburg),
PEORIA, STARK, & TAZEWELL COUNTIES:
IRONWORKERS 23.97 13.17
---
IRON0577G 06/01/2002
Rates Fringes
FULTON (N. of Summum & Marbletown Twps.,W 1/3),HANCOCK,
HENDERSON, KNOX (West and Southwest of Galesburg),
McDONOUGH, MERCER & WARREN (except NW part) COUNTIES:
IRONWORKERS 20.85 9.16
---
LABO0165B 05/01/2002
Rates Fringes
PEORIA & TAZEWELL (City limits of East Peoria) COUNTIES
LABORERS (ROADS, DRIVEWAYS & ALLEYS):
GROUP 1 21.15 11.15
GROUP 2 21.45 11.15
GROUP 3 21.90 11.15
LABORERS CLASSIFICATIONS (ROAD, DRIVEWAYS & ALLEYS):
GROUP 1: Bricklayer Tender; Carpenter Tender; Cement Mason Ten
der; Concrete Form Dismantler; Common Laborers, Piledriver
Tender; Tool Cribmen; Flagman; Expansion Joint Assemblers; All
other Excavating Work; Curing all Concrete by Hand Method; Drive
Stakes & Stringlines for all Machinery; Waterproofing w/Cold
Stuff; The covering for concrete in any manner will be done by
the Laborers; High pressure nozzle (water blast); Deck hand;
Dredge Hand & Shore Laborers; the unloading & distribution of
rebars, Handling & Carriers or men handling hot stuff; Curb
Asphalt Machine, All Power Operated Tools & Chain Saws, Asphalt
Kettlemen & Carriers, Waterproofing with Hot Stuff, Cement Men
& Sack Shakers, Chipping Hammer Man, Power Concrete Saw, Power
Form Tampers, Rig Man, Signalling & Spotting of Rigs and
Equipment, Walk behind Concrete Breaker, Stripping Concrete
Forms with Composite Crew of Laborers & Carpenters, Water
Carriers, Landscaping on all jobs. The loading, unloading,
distribution, planting and placing of trees, shrubs, sod and
seeding, Handling & Maintaining all lights, flares & flasher
flares, the laying of all temporary gas, oil, air and water
lines, All labor work pertaining to asphalt and asphalt plants
if needed, The waterproofing membrane systems for bridge decks
and waterproofing for box culverts on site,The laying, placing
and installation of all steel casing,corrugated casings, multiple
plate and pre-cast concrete, and all other material used for
casing, tunnels and tunnel lining, Removal of snap ties, the
placing and removing and tending of barricades, concrete
barricade wall, flares and signal lights. Maintenance and
servicing of Nelson Heaters. On dirt fill jobs, spotter and
grade employee and signal employee. Scaffolding, Temporary
fencing, The placing of concrete to grade by any mode or method,
Carpenters Tenders, the conveying, handling, unloading and
loading, hoisting, assorting of all lumber, all labor work
required around carpenters, the cleaning up after carpenters.

Horizontal Directional Drill Locater.
GROUP 2: Jackhammer & Drill Op., Gunite Pump & Pot Man, Puddlers, Vibrator Men, Wire Fabric Placer, Sandblast Pump and Pot Man, Strike Off Concrete, Unloading, Handling, & Carrying of all Creosoted Piles, Ties or Timber, Concrete Burning Bars, Power Wheelbarrows or Buggies, Asphalt Raker Bricksetters, cutting Torchman (Elec. & Acetyline), Men Setting Lines to Level Forms, Form Setters, Gunite Nozzle Man & Sandblasting Nozzle Man, Powder Man, Rip-Rapping (by hand).Ey(Open); Power Form Tampers; Power Concrete Saw; Rigmen; Signalling & Spotting Rigs & Equipment, Waterproofing w/Hot Stuff, Kettlemen & Carriers or Men handling hot stuff; Curb Asphalt Machine
GROUP 3: Asbestos Abatement Worker and Hazardous Waste Worker Lead Base Paint Abatement Worker.

LABORERS (TUNNEL & SUBWAY - FREE AIR)

| | | |
|---|---|---|
| GROUP 1 | 18.30 | 8.85 |
| GROUP 2 | 18.60 | 8.85 |
| GROUP 3 | 19.05 | 8.85 |

LABORERS CLASSIFICATIONS (TUNNEL & SUBWAYS - FREE AIR):
GROUP 1: Top Laborer,Bell Men (Top & Bottom); Laborers in Tunnel.
GROUP 2: Drill & Powder Men; Gunnite Op. (Tunnel); Operator Cement Placement; & Muckers.
GROUP 3: Tunnel Miners

LABORERS (COFFERDAMS & CAISSON - (FREE AIR):

| | | |
|---|---|---|
| GROUP 1 | 18.30 | 8.85 |
| GROUP 2 | 18.60 | 8.85 |
| GROUP 3 | 19.05 | 8.85 |

LABORERS CLASSIFICATIONS COFFERDAMS & CAISSON (FREE AIR):
GROUP 1: Caisson & Cofferdam Top Men
GROUP 3: Caisson & Cofferdam Miner; Caisson & Cofferdam Muckers & Any other Laborers Working in "said" Caisson or cofferdam.

LABORERS (OPEN SEWER 0R TRENCHES):

| | | |
|---|---|---|
| GROUP 1 | 18.30 | 8.85 |
| GROUP 2 | 18.60 | 8.85 |
| GROUP 3 | 19.05 | 8.85 |

LABORERS CLASSIFICATIONS (OPEN SEWER OR TRENCHES):
GROUP 1: Top Man & All Other Excavating.Working in sewers that are two (2) years old or older, Bottom Man who does Immediate Grading to Laying Pipe or Tile, Batter Board Man & Laser Beam Equipment.
GROUP 2: Tile Layer and Cailker
GROUP 3: Cribbing, Jackman & Hydraulic Jackman in Trench.

LABORERS (LEVEE & HEAVY GRADING):

| | | |
|---|---|---|
| GROUP 1: | 18.30 | 8.85 |
| GROUP 2: | 18.60 | 8.85 |
| GROUP 3 | 19.05 | 8.85 |

LABORERS CLASSIFICATIONS (LEVEE & HEAVY GRADING):
GROUP 1: All Other Laborers
GROUP 2: Spotters; Dump Man & Cut Man.

LABORERS (PIPELINE):

| | | |
|---|---|---|
| GROUP 1 | 18.30 | 8.85 |
| GROUP 2 | 18.60 | 8.85 |
| GROUP 3 | 19.05 | 8.85 |

LABORERS CLASSIFICATIONS (PIPELINE):
GROUP 1: Rollers, Scalers, Spotters and All Other Laborers Signal Men on Rigs; Rig Men; Kettlemen & Carriers; Men Handling Hotstuff; Men who do immediate grading for laying of pipe or digging bells holes.
GROUP 2: Spacers

LABORERS (COMPRESSED AIR WORK-TUNNEL & CAISSON INSIDE LOCKS):

| | | |
|---|---|---|
| GROUP 1 | 34.63 | 8.85 |
| GROUP 2 | 33.86 | 8.85 |

LABORERS CLASSIFICATIONS (INSIDE LOCKS)
GROUP 1 - Blasters; Miners; Drill Runners; Inside Lock Tenders; Hydraulic Men; Erector Runners; Other skilled workmen
GROUP 2 - All other (men)

LABORERS COMPRESSED AIR WORK-TUNNEL & CAISSON OUTSIDE LOCKS:

| | | |
|---|---|---|
| GROUP 1 | 34.63 | 8.85 |
| GROUP 2 | 33.86 | 8.85 |

LABORERS CLASSIFICATIONS (OUTSIDE LOCKS)
Group 1 - Outside Lock Tender and Lock Tender Between Locks
Group 2 - Gauge Tenders

| | | |
|---|---|---|
| AIR PRESSURE | | |
| 18 pounds and up to 25 pounds | 29.17 | 8.85 |
| 25 pounds and up to 33 pounds | 30.17 | 8.85 |
| 33 pounds and up to 38 pounds | 31.17 | 8.85 |
| 38 pounds and up to 43 pounds | 32.17 | 8.85 |
| 43 pounds and up to 48 pounds | 33.17 | 8.85 |
| 48 pounds and up to 50 pounds | 34.17 | 8.85 |

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LABO0231B 05/01/2002

| | Rates | Fringes |
|---|---|---|
| FULTON & TAZEWELL (Except the old City Limits of East Peoria) COUNTIES | | |
| LABORERS | 21.03 | 10.28 |

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LABO0231E 05/01/2002

| | Rates | Fringes |
|---|---|---|
| HANCOCK & MCDONOUGH COUNTIES | | |
| LABORERS: | 19.02 | 10.28 |

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LABO0309D 01/01/2002

| | Rates | Fringes |
|---|---|---|
| MERCER COUNTY | | |
| LABORERS: | | |
| GROUP 1 | 21.01 | 7.42 |
| GROUP 2 | 21.51 | 7.42 |
| GROUP 3 | 22.14 | 7.42 |

LABORERS CLASSIFICATIONS
GROUP 1: Flagman, Dumpman, Spotter, Broom Man, Removal of Trees, Fencing Laborers, Cleaning of Forms or Lumber (In Bone Yard), Moving and/or Maintenance of Flares and Barricades, Operation of all Hand, Electric, Air, Hydraulic, or Mechanically Powered Tools Under the Jurisdiction of the Laborers; Including Jackhammers, Tampers; Air Spades, Augers, Concrete Saws, Chains Saws, Utility Saws, Rock Drills, Vibrators, Mortar Mixer, Power and Hand Saw (When Cleaning Timber), General Laborers (Not Elsewhere Covered), Craft-Tender, Material Checker, Material Handler, Form Handler, Concrete Dumper, Puddler, Explosives Handler, Center Strip, Reinforcing in Concrete, Wire Mesh Handler and Installer, Prime Mover or Any Mechanical Device Taking the Place of Concrete Buggy or Wheel-Barrow, Sandpoint Setter, Asphalt Kettleman, Sheeting Hammer Drivers, Laying and Joining of telephone Conduit, Gas Distribution Men, Pipe Setter On laterals, Drain Tiles, Culvert Pipe, and Storm Sewer Catch Basin Leads, Catch Basins, Manholes, Batch Dumpers, Tank Cleaners, Cofferdam Worker, Bankman On Floating Plant, Jointman with Pipelayers. Back-Up Man (Corker, Joint Maker) With Pipe Setter on Sewer and Water Mains, Batterboard Man or Laser Operator on Sewer and Water Main, Laborer in Ditch, or Tunnel, on Sewer or Water Mains and Telephone Conduit, Cutters, Burners, Torchman, Gravel Box Man, Asphalt Plant Laborer, Concrete Plant Laborer, Deck Hand, Unloading of Steel and Rebar, Laser Beam Operator, Wrecking

Laborers
GROUP 2 - Asphalt Raker or Luteman, Head Form Setter, Head Dynamite Man (Powderman) Head String or Wireline Man (On Paving), Pipe Setter On Sewer or Water Main, Gunnite Nozzie Man, Asphalt Or Concrete Curb Machine Operator, Head Grade Man, Head Tunnel Miner, Concrete Burning Machine Operator, Coring Machine Operator, Welder, Asbestos Abatement and Hazardous Waste Workers
GROUP 3 - Concrete Specialist

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LABO0538A 05/01/2002

| | Rates | Fringes |
|---|---|---|
| 3ENDERSON, KNOX & WARREN COUNTIES | | |
| LABORERS: | | |
| GROUP 1 | 19.99 | 9.55 |
| GROUP 2 | 20.29 | 9.55 |
| GROUP 3 | 20.29 | 9.55 |
| GROUP 4 | 20.99 | 9.55 |

LABORERS CLASSIFICATIONS
GROUP 1: All laborer classifications not listed below
GROUP 2: Handling of materials treated with oil, creosote, asphalt and/or foriegn material harmful to skin or clothing; Track laborers; Cement handlers; Chloride handlers; Unloading and laborers with Steel Workers and Re-bars; Concrete Workers (wet); Batch Dumpers; Mason Tenders; Kettle and Tar Men; Tank Cleaners; Plastic Installers; Scaffold Workers; Motorized buggies or motorized unit used for wet concrete or handling of building materials; Laborers with de-watering systems; Sewer workers plus depth; Vibrator Operators; Motor Mixer Operators; Cement Silica, clay, fly ash, lime and plasters, handlers (bulk or bag); Cofferdam workers plus depth; Concrete paving, placing, cutting and tying of reinforcing; Deck hand, dredge hand and shore laborers; Bankmen on floating plant; Asphalt workers with machine and layers; Grade checker; Power tools; Driving all stakes, stringlines for all machinery; Setting and building of manholes and catch basins; Stripping of all concrete forms except paving forms; All concrete paving and slope walls, placing, cutting and tying of reinforcing (re-bars and wire mesh)
GROUP 3: Caisson Workers plus depth; Gunnite Nozzle Men; Lead Man on Sewer Work; Welders, Cutters, Burners & Torchmen; Chain Saw Operators; Paving Breaker, Jackhammer & Drill Operators; Layout Man and/or tile layer; Steel Form Setters (Street & Hwy); Air Tamping hammerman; Signal man on Crane; Concrete Saw Operator; Screenman on Asphalt Pavers; Front End Man on Chip Spreader; Laborers tending masons with hot materials or where foreign materials are used; Multiple Concrete duct-leadman; Luteman; Asphalt Raker; Curb Asphalt Machine Operator; Ready mix scalemen, permanent, portable or temporary plant; Laborers handling masterplate or similar materials; Laser Beam Operator; Coring Machine Operator; Plasterer Tenders; Underpinning and Shoring of Building; Material selector when working with firebrick or castable materials; Fire Watch; Signalling of all power equipment; Tree Topper or Trimmer
GROUP 4: Dynamite man; Asbestos Abatement Worker and Hazardous Waste Worker

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LABO0852C 05/01/2002

| | Rates | Fringes |
|---|---|---|
| STARK COUNTY (Western 1/2) | | |
| LABORERS: | | |
| GROUP 1 | 20.32 | 9.22 |
| GROUP 2 | 20.62 | 9.22 |
| GROUP 3 | 20.62 | 9.22 |
| GROUP 4 | 21.32 | 9.22 |

LABORERS CLASSIFICATIONS
GROUP 1: UNSKILLED - All classifications not listed below
GROUP 2: SEMI-SKILLED - Handling of materials treated with oil, creosote, asphalt and/or foriegn material harmful to skin or clothing; Track laborers; Cement handlers; Chloride handlers; Unloading and laborers with Steel Workers and Re-bars; Concrete Workers (wet); Batch Dumpers; Mason Tenders; Kettle and Tar Men; Tank Cleaners; Plastic Installers; Scaffold Workers; Motorized buggies or motorized unit used for wet concrete or handling of building materials; Laborers with de-watering systems; Sewer workers plus depth; Vibrator Operators; Motor Mixer Operators; Cement Silica, clay, fly ash, lime and plasters, handlers (bulk or bag); Cofferdam workers plus depth; Concrete paving, placing, cutting and tying of reinforcing; Deck hand, dredge hand and shore laborers; Bankmen on floating plant; Asphalt workers with machine and layers; Grade checker; Power tools; Driving all stakes, stringlines for all machinery; Setting and building of manholes and catch basins; Stripping of all concrete forms except paving forms; All concrete paving and slope walls, placing, cutting and tying of reinforcing (re-bars and wire mesh)
GROUP 3: SKILLED - Caisson Workers plus depth; Gunnite Nozzle Men; Lead Man on Sewer Work; Welders, Cutters, Burners & Torchmen; Chain Saw Operators; Paving Breaker, Jackhammer & Drill Operators; Layout Man and/or tile layer; Steel Form Setters (Street & Hwy); Air Tamping hammerman; Signal man on Crane; Concrete Saw Operator; Screenman on Asphalt Pavers; Front End Man on Chip Spreader; Laborers tending masons with hot materials or where foreign materials are used; Multiple Concrete duct-leadman; Luteman; Asphalt Raker; Curb Asphalt Machine Operator; Ready mix scalemen, permanent, portable or temporary plant; Laborers handling masterplate or similar materials; Laser Beam Operator; Coring Machine Operator; Plasterer Tenders; Underpinning and Shoring of Building; Material selector when working with firebrick or castable materials; Fire Watch; Signalling of all power equipment; Tree Topper or Trimmer
GROUP 4: Dynamite man; Asbestos Abatement Worker and Hazardous Waste Worker

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LABO0996D 05/01/2002

| | Rates | Fringes |
|---|---|---|
| STARK COUNTY (Eastern 1/2) | | |
| LABORERS: | | |
| GROUP 1 | 21.54 | 8.82 |
| GROUP 2 | 21.84 | 8.82 |
| GROUP 3 | 22.54 | 8.82 |

LABORERS CLASSIFICATIONS
GROUP 1: UNSKILLED - All classifications not listed below
GROUP 2: SEMI-SKILLED & SKILLED - Handling of materials treated with oil,creosote, asphalt and/or foreign material harmful to skin or clothing; Track laborers; Cement handlers; Chloride handlers; Unloading and laborers with Steel Workers and Re-bars; Concrete Workers (wet); Batch Dumpers; Mason Tenders; Kettle and Tar Men; Tank Cleaners; Plastic Installers; Scaffold Workers; Motorized buggies or motorized unit used for wet concrete or handling of building materials; Laborers with de-watering systems; Sewer workers plus depth; Vibrator Operators; Motor Mixer Operators; Cement Silica, clay, fly ash, lime and plasters, handlers (bulk or bag); Cofferdam workers plus depth; Concrete paving, placing, cutting and tying of reinforcing; Deck hand, dredge hand and shore laborers; Bankmen on floating plant; Asphalt workers with machine and layers; Grade checker; Power tools; Driving all stakes, stringlines for all machinery; Setting and building of manholes and catch basins; Stripping of all

concrete forms except paving forms; All concrete paving and slope walls, placing, cutting and tying of reinforcing (re-bars and wire mesh) Caisson Workers plus depth; Gunnite Nozzle Men; Lead Man on Sewer Work; Welders, Cutters, Burners & Torchmen; Chain Saw Operators; Paving Breaker, Jackhammer & Drill Operators; Layout Man and/or tile layer; Steel Form Setters (Street & Hwy); Air Tamping hammerman; Signal man on Crane; Concrete Saw Operator; Screenman on Asphalt Pavers; Front End Man on Chip Spreader; Laborers tending masons with hot materials or where foreign materials are used; Multiple Concrete duct-leadman; Luteman; Asphalt Raker; Curb Asphalt Machine Operator; Ready mix scalemen, permanent, portable or temporary plant; Laborers handling masterplate or similar materials; Laser Beam Operator; Coring Machine Operator; Plasterer Tenders; Underpinning and Shoring of Building; Material selector when working with firebrick or castable materials; Fire Watch; Signalling of all power equipment; Tree Topper or Trimmer
GROUP 3: Dynamite man; Asbestos Abatement Worker and Hazardous Waste Worker

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PAIN0030Y 05/01/2002

| | Rates | Fringes |
|---|---|---|
| HANCOCK, MCDONOUGH & STARK COUNTIES | | |
| PAINTERS: | | |
| Brush | 24.45 | 7.05 |
| Spray | 25.30 | 7.05 |
| Structural Steel, Bridge, | 25.30 | 7.05 |

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PAIN0157C 05/01/2002

| | Rates | Fringes |
|---|---|---|
| FULTON COUNTY | | |
| PAINTERS: | | |
| Brush | 24.45 | 7.05 |
| Spray, Pressure Roller, Sandblast, Bridge, New Structural Steel work | 25.30 | 7.05 |

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PAIN0157H 05/01/1998

| | Rates | Fringes |
|---|---|---|
| PEORIA AND TAZEWELL COUNTIES: | | |
| PAINTER: | | |
| BRUSH | 18.70 | 6.97 |
| SPRAY, PRESSURE ROLLER, SANDBLASTING, BRIDGE & ALL NEW STRUCTURAL STEEL WORK | 19.55 | 6.97 |

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PAIN0502E 05/01/2000

| | Rates | Fringes |
|---|---|---|
| HENDERSON, KNOX, MERCER, & WARREN COUNTIES | | |
| PAINTERS: | | |
| Brush, Roller | 21.42 | 7.25 |
| Spray, Structural Steel | 21.92 | 7.25 |
| Bridges | 22.67 | 7.25 |

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PLAS0012E 05/01/2001

| | Rates | Fringes |
|---|---|---|
| FULTON (Except Northwest part), PEORIA, & TAZEWELL COUNTIES | | |
| CEMENT MASONS | 22.38 | 10.00 |

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PLAS0023C 06/01/1997

| | Rates | Fringes |
|---|---|---|
| STARK COUNTY | | |
| CEMENT MASONS | 19.87 | 5.60 |

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PLAS0206A 05/01/2000

| | Rates | Fringes |
|---|---|---|
| FULTON (Northwestern part), & MERCER (Southeastern corner) COUNTIES | | |
| CEMENT MASONS | 22.32 | 4.75 |

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PLAS0544E 01/01/2002

| | Rates | Fringes |
|---|---|---|
| HENDERSON (Northern 1/2), & MERCER (Except Southeastern corner) COUNTIES | | |
| CEMENT MASONS | 22.01 | 7.30 |

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PLAS0830C 05/01/1993

| | Rates | Fringes |
|---|---|---|
| HANCOCK & MCDONOUGH COUNTIES | | |
| CEMENT MASONS | 20.98 | 1.02 |

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TEAM0371I 05/01/2001

| | Rates | Fringes |
|---|---|---|
| MERCER COUNTY: | | |
| TRUCK DRIVERS: | | |
| GROUP 1 | 23.19 | 4.36+a |
| GROUP 2 | 23.59 | 4.36+a |
| GROUP 3 | 23.79 | 4.36+a |
| GROUP 4 | 24.04 | 4.36+a |
| GROUP 5 | 24.79 | 4.36+a |

FOOTNOTE:
a. $85.00 per week

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Drivers on 2 axles hauling less than 9 tons; air compressor & welding machines and brooms, including those pulled by separate units, warehousemen, greasers and tiremen, pick-up trucks when hauling material, tools, or men to and from and on the job site, and forklifts up to 6,000 lb capacity.
GROUP 2: 2 or 3 axles hualing more than 9 tons but hauling less than 16 tons; A-frame winch trucks, hydrolift trucks, or similar equipment when used for transportation purposes. Forklift over 6,000 lb.capacity, winch trucks, and four axle combiation units.
GROUP 3: 2, 3 or 4 Axles hauling 16 tons or more; 5-Axles or more combination units; mechanics & working foreman & waterpulls.
GROUP 4: Drivers on oil distributors; & drivers on semi-lowboys when moving equipment.
GROUP 5: Drivers who require special protective clothing while employrd on hazardous waste work.

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TEAM0627B 05/01/2002

| | Rates | Fringes |
|---|---|---|
| FULTON, HANCOCK, HENDERSON, KNOX, MCDONOUGH, MERCER, PEORIA, STARK, TAZEWELL, & WARREN COUNTIES: | | |
| TRUCK DRIVERS: | | |
| GROUP 1 | 23.62 | 5.00+a |
| GROUP 2 | 24.02 | 5.00+a |
| GROUP 3 | 24.22 | 5.00+a |
| GROUP 4 | 24.47 | 5.00+a |
| GROUP 5 | 25.22 | 5.00+a |

FOOTNOTE:
a. $91.00 per week

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Drivers on 2 Axle Trucks Hauling Less Than 9 Tons. Air Compressor and Welding Machines & Brooms, Including Those Pulled by Separate Units, Warehousemen, Greasers & Tiremen, Pickup Trucks When Hauling Material, Tools, or Men to and From & on the

Job Site, & Fork Lifts up to 6,000 LB. Capacity.
GROUP 2: Two or Three Axle Trucks Hauling more than 9 Ton But Hauling less than 16 Ton, A-Frame Winch Trucks, Hydrolift Trucks, or Similar Equipment When Used For Transportation Purposes. Fork Lifts Over 6,000 LB. Capacity, Winch Trucks, & Four Axle Combination Units.
GROUP 3: Two, Three or Four Axle Trucks Hauling 16 Ton or more, Drivers on Water Pulls, Mechanics, Five Axle or more Combination Units.
GROUP 4: Lowboy & Oil Distributors.
GROUP 5: Drivers who require special protective clothing while employed on hazardous waste work.

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

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

3.) If the decision of the Administrator is not favorable, an

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interested party may appeal directly to the Administrative Review
Board (formerly the Wage Appeals Board). Write to:
          Administrative Review Board
          U. S. Department of Labor
          200 Constitution Avenue, N. W.
          Washington, D. C.  20210
4.) All decisions by the Administrative Review Board are final.
            END OF GENERAL DECISION
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**General Decision Number: IL030015 01/23/2004**

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General Decision Number: IL030015 01/23/2004
Superseded General Decision Number: IL020015
State: Illinois
Construction Types: Heavy and Highway
Counties: Adams, Brown, Cass, Champaign, Christian, Clark,
Coles, Cumberland, De Witt, Douglas, Edgar, Logan, Macon,
Mason, Menard, Morgan, Moultrie, Piatt, Pike, Sangamon,
Schuyler, Scott, Shelby and Vermilion Counties in Illinois.
DE WITT COUNTY:
HEAVY CONSTRUCTION PROJECTS (including Sewer & Water Line
Construction & Drainage Projects) & HIGHWAY CONSTRUCTION
PROJECTS (excluding tunnels, building structures in rest areas
projects, and railroad construction; bascule, suspension &
spandrel arch bridges; bridges designed for commercial
navigation; bridges involving marine construction; other major
bridges)
Modification Number     Publication Date
            0             06/13/2003
            1             01/23/2004
CARP0016-005 05/01/2003
CHRISTIAN, MENARD, & SANGAMON (Except Illiopolis) COUNTIES
                                  Rates          Fringes
  Carpenter.....................$ 23.90            10.64
----------------------------------------------------------------
CARP0044-002 06/01/2003
CHAMPAIGN, & DOUGLAS COUNTIES:
                                  Rates          Fringes
  Carpenter.....................$ 27.39             7.24
----------------------------------------------------------------
CARP0063-006 06/18/2001
DE WITT COUNTY:
                                  Rates          Fringes
  Carpenter.....................$ 23.53             9.64
----------------------------------------------------------------
CARP0189-002 05/01/2003
ADAMS COUNTY
                                  Rates          Fringes
  Carpenter.....................$ 24.15            10.19
----------------------------------------------------------------
CARP0269-002 06/01/2003
VERMILION COUNTY
                                  Rates          Fringes
  Carpenter.....................$ 24.51            10.12
----------------------------------------------------------------
CARP0347-002 06/01/2003
CLARK, COLES, CUMBERLAND, EDGAR, MOULTRIE, & SHELBY COUNTIES
                                  Rates          Fringes
  Carpenter.....................$ 25.27             9.36
----------------------------------------------------------------
CARP0644-001 05/01/2003
SCHUYLER COUNTY (Part)
                                  Rates          Fringes
  Carpenter.....................$ 24.32            10.24
----------------------------------------------------------------
CARP0644-004 06/18/2001
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LOGAN & MASON COUNTIES

| | Rates | Fringes |
|---|---|---|
| Carpenter | $ 22.22 | 9.64 |

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CARP0742-001 06/01/2003
MACON, MOULTRIE (North of Rt #133), PIATT (Southwestern 1/2), SANGAMON (Illiopolis) & SHELBY (Moweaqua & North thereof) COUNTIES

| | Rates | Fringes |
|---|---|---|
| Carpenter | $ 24.78 | 9.85 |

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CARP0904-003 05/01/2003
BROWN, CASS, MORGAN, PIKE, & SCOTT COUNTIES

| | Rates | Fringes |
|---|---|---|
| Carpenter | $ 24.15 | 10.19 |

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ELEC0051-003 03/01/2001
ADAMS, BROWN, CASS, CHAMPAIGN, CHRISTIAN, DEWITT, DOUGLAS, EDGAR, LOGAN, MACON, MASON, MENARD, PIATT, SCHUYLER, SCOTT, VERMILION, COLES (East Oakland, Humboldt, Morgan, North Okaw, and Seven Hickory TWPS), MORGAN, MOULTRIE (Except Whitley TWP), PIKE, SANGAMON, & SHELBY (that portion West of Holland, Prairie, Richland, and Windsor TWPS) COUNTIES

| | Rates | Fringes |
|---|---|---|
| Line Construction | | |
| Equipment Operator (All crawler type equipment larger than D-4, 15 ton crane or larger) | $ 25.79 | 2.10+25.5% |
| Groundman | $ 17.35 | 2.10+25.5% |
| Groundman-Truck Driver w/o Winch | $ 18.26 | 2.10+25.5% |
| Groundman-Truck Driver with winch (may operate diggers, 5th wheel type trucks, crawler-type equipment, D-4 & smaller, backhoe 3/4 yard & under, rubber tired & crawlers w/end loader, & may drive bucket truck & live boom type line trucks) | $ 19.44 | 2.10+25.5% |
| Lineman | $ 27.77 | 2.10+25.5% |

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ELEC0146-003 12/01/2000
CHRISTIAN, COLES, CUMBERLAND, DE WITT (Harp, Wapella, Barnett, Clintonia, De Witt, Turnbridge, Texas, Creek & Nixon TWPS), DOUGLAS (Arcola, Burbon, Garrett TWPS & the portion of Tuscola lying West of the City of Tuscola & Illinois Central Railroad tracks), MACON, MOULTRIE, PIATT (Goose Creek, Willow Branch, Cerro Gordo, Bement & Unity TWPS), & SHELBY COUNTIES

| | Rates | Fringes |
|---|---|---|
| Electrician | $ 25.45 | 6.43+ 3% |

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ELEC0193-004 04/01/1998

| | Rates | Fringes |
|---|---|---|
| Electricians: | | |
| CASS, LOGAN, MASON (Lynchburg, Bath, Kilbourne, Crane Creek, Salt Creek & Mason TWPS), MENARD, MORGAN, | | |

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    SANGAMON, & SCOTT
    COUNTIES....................$ 24.96      2.00+24.75%
    MASON COUNTY (Excluding
    Lynchburg, Bath,
    Kilbourne, Crane Creek,
    Salt Creek, & Mason TWPS
      Wiremen...................$ 24.96      2.00+24.75%
    VERMILION COUNTY............$ 24.96      2.00+24.75%
----------------------------------------------------------------
ELEC0193-010 04/01/2001
CASS, LOGAN, MASON(Townships of Lynchburg,Bath, Kilbourne,Crane
Creek, Salt Creek, and Mason), MENARD,MORGAN, SCOTT, & SANGAMON
COUNTIE
                                    Rates          Fringes
  Line Construction
    Equipment Operator (All
    crawler type equipment
    larger than D-4, 15 ton
    crane or larger)............$ 25.79       2.10+25.5%
    Groundman...................$ 17.35       2.10+25.5%
    Groundman-Truck Driver
    w/o Winch...................$ 18.26       2.10+25.5%
    Groundman-Truck Driver
    with winch (may operate
    diggers, 5th wheel type
    trucks, crawler-type
    equipment, D-4 &
    smaller, backhoe 3/4
    yard & under, rubber
    tired & crawlers w/end
    loader, & may drive
    bucket truck & live
    boom type line trucks)......$ 19.44       2.10+25.5%
    Lineman.....................$ 28.70       2.10+25.5%
----------------------------------------------------------------
ELEC0197-003 06/01/1993
                                    Rates          Fringes
  Electricians:
    ADAMS, BROWN, PIKE, &
    SCHUYLER COUNTIES...........$ 17.57       2.25+3.75%
    CHAMPAIGN, DE WITT
    (Santa Anna TWP),
    DOUGLAS (Northern 1/2)
    & PIATT (Blue Ridge,
    Sangamon & Monticello
    TWPS) COUNTIES..............$ 17.95        2.45+3.5%
    CLARK & EDGAR COUNTIES......$ 18.77          2.26+3%
    DEWITT COUNTY
    (Waynesville, Wilson, &
    Rutledge TWPS)..............$ 20.58        3.30+3.5%
----------------------------------------------------------------
ELEC0702-005 01/01/2002
CLARK, COLES (Southern 1/2), CUMBERLAND, MOULTRIE (Whitley
TWP), & SHELBY (Except West of Holland, Prairie, Richland, &
Windsor TWPS) COUNTIES
                                    Rates          Fringes
  Line Construction
    Groundman Equipment
    Operator (All crawler
    type equipment D-4 and
    larger).....................$ 24.63       2.30+25.5%
    Groundman Equipment
    Operator (All other
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    equipment)..................$ 22.02       2.30+25.5%
    Groundman...................$ 18.20       2.30+25.5%
    Lineman.....................$ 29.87       2.30+25.5%
-----------------------------------------------------------------
ENGI0649-006 04/01/2003
MASON COUNTY
                                   Rates          Fringes
  Power equipment operators:
    GROUP 1.....................$ 25.74          11.90+A
    GROUP 2.....................$ 23.75          11.90+A
    GROUP 3.....................$ 20.49          11.90+A
  POWER EQUIPMENT OPERATORS CLASSIFICATIONS
  GROUP 1:  Cranes, Hydro Crane; Shovels; Crane type
  Backfiller; Tower Cranes-Mobile & Crawler & Stationary;
  Derrick & Hoist (3 drum); Draglines; Drott Yumbo & similar
  types considered as cranes; Backhoe; Derrick Boats; Pile
  Driver and Skid Rigs; Clam Shell; Locomotive - Cranes; Road
  Pavers - Single Drum - Dual Drum - Tri Batcher; Motor Patrol
  & Power Blades - Dunmore - Elevating & similar types;
  Mechanics; Central Concrete Mixing Plant Operator; Asphalt
  Batch Plant Operator and Plant Engineer; Gradall; Caisson
  Rigs; Skimmer Scoop - Koehring Scooper; Dredges; Hoptoe; All
  Cherry Pickers; Work Boat; Ross Carrier; Helicopter; Dozer;
  Tournadozer; Tournapulls; and similar tyhpes; Multiple unit
  Earth Movers; $0.25 /hour for each scoop[ ov?r on?; Scoops;
  Pushcats; End Loaders; Asphalt Surgacing Machine; Slip Form
  Pacer; Rock Crusher; Heavy Equipment Greaser (Top Greaser on
  Spread); CMI, Auto Grade, CMI Belt Placer & 3 Track & similar
  types; Side Booms; Starting Engineer on pipeline; Asphalt
  Heater & Planer combination; Wheel Tractors with Dozer, Hoe,
  or End Loader; FWD and similar types;Blaw Knox Spreader &
  similar types; Trench Machines; Pump Crete, Belt Crete,
  Squeeze Crete, Screw Type Pumps & Gypsum (operator will
  clean); Formless Finishing Machines; Flaherty Spreader or
  similar types; Screedman on Laydown Machine; Vermeer Concrete
  Saw;  PREMIUM RATES on Crane & Derrick Booms:  One Cent/hour
  per foot over 80 ft including jib; $1.00/hour over scale when
  positioned 50 ft or more adjacent ground level or water level
  GROUP 2:  Bulker & Pump; Power Launches; Boring Machine &
  Pipe Jacking Machine; Dinkeys; P-H One Pass Soil Cement
  Machines and similar types; Wheel Tractor; Back Fillers;
  Euclid Loader; Fork Lifts; Jeep with Ditching Machine or
  other attachments; Tuneluger; Automatic Cement & Gravel
  Batching Plants; Mobile Drills - Soil Testing & similar
  types; Pugmill with pump;  All 1 & 2 Drum Hoists; De-watering
  systems; Straw Blower; Hydro Seeder; Boring Machine; Hydro
  Boom; Bump Grinders-self propelled; Assistant Heavy Equipment
  Greaser; Apsco Spreader; Tractors - Track Type without power
  units pulling Rollers; Rollers on Asphalt, Brick, or Macadam;
  Concrete Breakers; Concrete Spreaders; Cement Strippers;
  Cement Finishing Machines & CMI Texture & Reel Curing
  Machines; Vibro-Tampers & similar types self-propelled;
  Mechanical Bull Floats; Mixers over 3 bagos to 27E; Winch &
  Boom Trucks; Tractor pulling Power Blade or Elevating Grader;
  Porter Rex Rail; Clary Screed; Mule Pulling Rollers; Pugmill
  without pump; Barber Greene or similar Loaders; Track Type
  Tractor with power unit; Fireman; Spray Machine on paving;
  Curb Machine; Paved Ditch Machine; Power Broom; Self-
  propelled Conveyors; Power Subgrader; Oil Distributor;
  Straight Tractor; Truck Crane Oiler; Truck Type Oilers; 3-4
  Pieces Small Equipment; Oiler and 1 piece Small Equipment,
  Self Propelled Concrete Saws.
  GROUP 3:  Trac Air Machine w/op attachments; Herman Nelson
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Heater,Dravo Warner, Silent Glo & similar (1 engineer will operate 1-5, 2 operators more than 5); Rollers, 5 tons & under, on earth & gravel; Form Grader; 1 or 2 Generators, 1 or 2 Welding Machines, 1 or 2 Mixers 3 bags & under; Bulk Cement Plant; Oilers, Straight Framed, Articulating End Dump Vehicles and Truck mounted Vac Unit (separately powered) Air Compressor (1) or (2), Air compressor-600 CFM and under,Water Pumps -under four and one half (4 1/2") inches, Light Plants Conveyor.

A.- On designated Hazardous Waste jobs, operators shall receive $1.00 over scale.

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ENGI0841-003 04/01/2002

CHAMPAIGN, CLARK, COLES, CUMBERLAND, DOUGLAS EDGAR, MOULTRIE, & VERMILION COUNTIE

| | Rates | Fringes |
|---|---|---|
| Power equipment operators: | | |
| GROUP 1 | $ 24.10 | 9.85 |
| GROUP 2 | $ 15.85 | 9.85 |

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Power Cranes, Draglines, Derricks, Shovels, Gradalls, Mechanics, Tractor Highlift, Tournadozer, Concrete Mixers with Skip, Tournamixer, Two-Drum Machine, One-Drum Hoist with Tower or Boom, Cableways, Tower Machines, Motor Patrol, Boom Tractor, Boom or Winch Truck, Winch or Hydraulic Boom Truck, Truck Crane, Tournapull, Tractor Operating Scoops, Bulldozer, Push Tractor, Asphalt Planer, Finishing Machine on Asphalt, Large Rollers on Earth, Rollers on Asphalt Mix, Ross Carrier or Similar Machine, Gravel Processing Machine, Asphalt Plant Engineer, Paver Operator, Farm Tractor with Half Yard Bucket and/or Backhoe Attachments, Dredge Engineer, or Dredge Operator, Central Mix Plant Engineer, CMI or Similar Type Machine, Truck or Skid Mounted Concrete Pump, Tower Crane, Engine or Rock Crusher Plant, Concrete Plant Engineer, Ditching Machine with Dual Attachment, Tractor Mounted Loaders, Cherry Picker, Hydro Crane, Standard or Dinney Locomotives, Scoopmobiles, Euclid Loader, Soil Cement Machine, Back Filler, Elevating Machine, Power Blade, Drilling Machines Including Well Testing, Caissons, Shaft or Any Similar Type Drilling Machines, Motor Driven Paint Machine, Pipe Cleaning Machine, Pipe Wrapping Machine, Pipe Bending Machine, Apsco Paver, Boring Machine, (Head Equipment Greased), Barber- Greene Loaders, Formless Paver, (Well Point System), Concrete Spreader, Hydra Ax, Span Saw and Similar Types, Marine Scoops, Brush Mulcher, Brush Burner, Mesh Placer, Tree Mover, Helicopter Crew (3), Piledriver - Skid or Crawler, Stump Remover, Root Rake, Tug Boat Operator, Refrigerating Machine, Freezing Operator, Chair Cart-Self Propelled, Hydra Seeder, Straw Blower, Power Sub Grader, Bull Float, Finishing Machine, Self-Propelled Pavement Breaker (Backhoe Attached), Lull (or Similar Type Machine), Two Air Compressors, Compressors Hooked in Manifold, Overhead Crane, Chip Spreader, Mud Cat, Sull-Air Fork Lifts (Except When Used For Landscaping Work), Soil Stabilazer (Seaman Tiller, Bo Mag, Rago Gator and Similar Types or Equipment), Tube Float, Spray Machine, Curing Machine, Concrete or Asphalt Milling Machine, Snooper Truck Operator.

GROUP 2: Concrete Mixers Without Skips, Rock Crusher, Ditching Machine Under 6', Curbing Machine, one Drum Machines without Tower or Boom, Air Tugger, Self-Propelled Concrete Saw, Machine- Mounted Post Hole Digger, Two to Four Generators, Water Pumps, or Welding Machines, within 400ft.,

Air Compressor 600 cu. ft. and Under, Rollers on Aggregate and Seal Coat Surfaces, Fork Lifts (When Used For Landscaping Work, Concrete and Blacktop Curb Machine, Farm Tractor with less than Half Yard Bucket, One Water Pump, Oilers, Air Valves or Steam Valves, One Welding Machine, Truck Jack, Mud Jack, Gunnite Machine, House Elevators when used for Hoisting Material, Engine Tenders, Wagon Drill, Flex Plane, Conveyor, Siphons and Pulsometer, Switchman, Fireman on Paint Pots, Fireman on Asphalt Plants, Distributor Operators on Trucks, Tampers, Self- Propelled Power Broom, Striping Machine (Motor Driven), Form Tamper, Bulk Cement Plant Equipment Greaser, Deck Hands, Truck Crane Oiler_Driver, Cement Blimps, Form Grader, Temporary Heat, Throttle Valve, Farm Tractor, Super Sucker (And Similar Type of Equipment).

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ENGI0965-002 05/01/2003

ADAMS, BROWN, CASS, CHRISTIAN, DE WITT, LOGAN, MACON, MENARD, MORGAN, PIATT, PIKE, SANGAMON, SCHUYLER, SCOTT & SHELBY COUNTIES

| | Rates | Fringes |
|---|---|---|
| Power equipment operators: | | |
| GROUP 1 | $ 26.25 | 9.20 |
| GROUP 2 | $ 23.80 | 9.20 |
| GROUP 3 | $ 20.05 | 9.20 |
| GROUP 4 | $ 27.75 | 9.20 |

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt Plant Engineer; Asphalt Screed Man; Apsco Concrete Spreader; Asphalt Paver; Asphalt Roller on bituminous concrete; Athey Loader; Backfiller; Crane type Backhoe; Cableway; Cherry Picker; Clamshell; CMI and similar type Autograde Formless Paver, Autograde Placer and Finisher; Concrete Breaker; Concrete Plant Operator; Concrete Pump; Cranes; Derrick Boats; Draglines; Earth Auger Boring Machine; Elevating Grader; Engineer on Dredge; Gravel Processing Machine; Head Equipment Greaser; High Lift or Fork Lift; HOist with 2 drums or 2 or more loadlines; Locomotive; Mechanics; Motor Grader or Auto Patrol; Operator or Leverman on Dredge; Power Boat Operator; Pug Mill Operator (Asphalt Plant); Orange Peels; Overhead Crane; Paving Mixer; Piledriver; Pipe Wrapping & Painting Machine; Push Dozers or Push Cat; Rock Crusher; Ross Carrier or similar; Scoops; Skimmers 2 cu yd capacity and under; Scoops; Test Hole Drilling Machine; Tower Crane; Tower Machines Tower Mixers; Track Type Loader; Track Type Fork Lift or High Lift; Track Jacks & Tampers; Tractors; Sideboom; Trenching Machine; Ditching Machine; Tunnel Lugger; Wheel Type End Loader; Winch Cat; Scoops (all or Tournapull).

GROUP 2: Asphalt Boosters and Heaters; Asphalt Distributors; Asphalt Plant Fireman; Building Elevator; Bull Float or Flexplane; Concrete Finishing Machine; Concrete Saw, Self-Propelled; Concrete Spreader Machine; Gravel or Stone Spreader, Power Operated; Automatic Hoist; Hoist with one drum and one load line; Oiler on 2 Paving Mixers when used in Tandem Boom or Winch Truck; Post Hole Digger, Mechanical; Road or Street Sweeper, Self-Propelled; Scissors Hoist; Seaman Tiller Straw Machine; Vibratory Compactor; Well Drilling Machine; Mud Jacks

GROUP 3: Air Compressor (including track or self-propelled); Bulk Cement Batching Plant; Conveyor; Concrete Mixer (except plant, paver, tower); Fireman; Generator Greaser; Light Plant; Mechanical Heater; Oiler; Power Form Grader; Power Sub-Grader; Pug Mill (when used other than asphalt operation); Roller (except bituminous concrete); Tractor with power attachments regardless of size or type); Truck Crane

Oiler and Driver (one man); Vibratory Hammer; Water Pump
Welding Machine (one 300 amp or over); Combinations of 1 to 5
of any Air Compressors, Conveyors, Welding Machines, Water
Pumps, Light Plants or Generators shall be in Batteries or
within 300 ft
GROUP 4: Lattice Boom Crawler Crane, Lattice Boom Truck
Crane, Telescopic Truck Mounted Crane, Tower Crane

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IRON0046-002 05/01/2002
BROWN, CASS, CHRISTIAN, DEWITT (Western 1/2), LOGAN, MACON
(Except portion East of Decatur), MASON, MENARD, MORGAN ,PIKE,
SANGAMON, SCHUYLER (Eastern 1/2), SCOTT, & SHELBY (Western 1/2)
COUNTIES

| | Rates | Fringes |
|---|---|---|
| Ironworker | $ 22.88 | 10.82 |

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IRON0380-003 05/01/2002
MACON COUNTY (East of Decatur)

| | Rates | Fringes |
|---|---|---|
| Ironworker | $ 23.02 | 10.79 |

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IRON0577-004 06/01/2002
ADAMS & SCHUYLER (Western 1/2) COUNTIES

| | Rates | Fringes |
|---|---|---|
| Ironworker | $ 20.85 | 9.16 |

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LABO0159-002 05/01/2002
CHRISTIAN COUNTY

| | Rates | Fringes |
|---|---|---|
| Laborers: | $ 22.60 | 7.75 |

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LABO0159-003 05/01/2002
MACON & MOULTRIE COUNTIES

| | Rates | Fringes |
|---|---|---|
| Laborer | $ 22.65 | 7.75 |

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LABO0171-005 05/01/2002
CLARK, COLES, CUMBERLAND, DOUGLAS, EDGAR, MOULTRIE (Northern
half-N of Rt. 121)& SHELBY COUNTIES:

| | Rates | Fringes |
|---|---|---|
| Laborer | $ 20.90 | 9.45 |

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LABO0231-009 05/01/2002
ADAMS COUNTY

| | Rates | Fringes |
|---|---|---|
| Laborer | $ 18.56 | 10.25 |

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LABO0253-002 05/01/2002
BROWN, CASS, MASON, MORGAN, PIKE, SCHUYLER, AND SCOTT, COUNTIES:

| | Rates | Fringes |
|---|---|---|
| Laborer | $ 20.06 | 8.80 |

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LABO0477-002 05/01/2002
MENARD (Southern 1/2) & SANGAMON COUNTIES:

| | Rates | Fringes |
|---|---|---|
| Laborer | $ 21.93 | 8.25 |

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LABO0624-002 05/01/2002
VERMILION COUNT

| | Rates | Fringes |
|---|---|---|
| Laborer | $ 20.60 | 10.05 |

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LABO0703-002 05/01/2002

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CHAMPAIGN, DE WITT, & PIATT COUNTIES
                                  Rates          Fringes
  Laborer.......................$ 22.05             9.05
----------------------------------------------------------------
LABO0703-003 05/01/2002
LOGAN & MENARD (Northern 1/2) COUNTIES
                                  Rates          Fringes
  Laborer.......................$ 22.05             9.00
----------------------------------------------------------------
LABO0895-001 05/01/1993
LOGAN & MENARD (S 1/2) COUNTIES:
                                  Rates          Fringes
  Laborers:
    Total Contracts
    $250,000.00 and over........$ 15.76             3.65
    Total Contracts less
    than $250,000.00............$ 12.61             3.65
----------------------------------------------------------------
PAIN0058-008 05/01/2000
PIKE COUNTY
                                  Rates          Fringes
  Painter (INDUSTRIAL)
    Brush.......................$ 23.02             6.60
    Spray, Blasting & Steam
    Cleaning....................$ 25.02             6.60
----------------------------------------------------------------
PAIN0058-009 05/01/2000
PIKE COUNTY
                                  Rates          Fringes
  Painter (BRIDGES)
    Brush.......................$ 23.02             6.60
    Spray and Blast.............$ 25.02             6.60
----------------------------------------------------------------
PAIN0090-002 05/01/2000
BROWN, CASS, CHRISTIAN, LOGAN, MENARD, MORGAN, & SCOTT COUNTIES
                                  Rates          Fringes
  Painters:
    Brush, Spray, Roller
    and Taping..................$ 22.69             5.68
    Sandblasting................$ 23.69             5.68
----------------------------------------------------------------
PAIN0090-004 05/01/2000
SANGAMON COUNTY:
                                  Rates          Fringes
  Painter, Brush, Spray and
  Roller (including Taping)......$ 22.69             5.68
----------------------------------------------------------------
PAIN0090-006 05/01/2000
ADAMS COUNTY
                                  Rates          Fringes
  Painter
    Brush.......................$ 20.19             5.68
    Sandblasting................$ 21.19             5.68
----------------------------------------------------------------
PAIN0157-003 05/01/2002
MASON & SCHULYER COUNTIES
                                  Rates          Fringes
  Painter
    Brush.......................$ 24.45             7.05
    Spray, Pressure Roller,
    Sandblast, Bridge & New
    Structural Steel Work.......$ 25.30             7.05
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PAIN0288-002 05/01/2002
DE WITT, MACON, MOULTRIE, PIATT, & SHELBY COUNTIES
                                  Rates          Fringes
  Painter
    Brush, Roller over 50 ft....$ 24.38             7.30
    Brush, Roller...............$ 23.38             7.30
    Spray over 50 ft............$ 25.13             7.30
    Spray.......................$ 24.13             7.30
----------------------------------------------------------------
PAIN0363-001 05/01/2001
CHAMPAIGN, COLES, CUMBERLAND, DOUGLAS, & VERMILION  COUNTIES
                                  Rates          Fringes
  Painter.......................$ 25.75             5.27
----------------------------------------------------------------
PAIN1705-002 04/01/2000
CLARK & EDGAR COUNTIES
                                  Rates          Fringes
  Painter
    Blasting, Spraying, or
    Pressure Washing
      Over 100 ft...............$ 25.20             6.63
      Over 30 ft................$ 24.20             6.63
      Under 30 ft...............$ 21.90             6.63
    Brush & Roller
      Over 100 ft...............$ 22.70             6.63
      Over 30 ft................$ 21.70             6.63
      Under 30 ft...............$ 20.90             6.63
----------------------------------------------------------------
PLAS0005-001 05/01/2001
MORGAN & SCOTT COUNTIES
                                  Rates          Fringes
  Cement Mason..................$ 21.65             7.10
----------------------------------------------------------------
PLAS0032-002 05/01/1998
LOGAN COUNTY:
                                  Rates          Fringes
  Cement Mason..................$ 23.65             2.35
----------------------------------------------------------------
PLAS0103-003 05/01/2002
DE WITT (Clinton and South thereof), EFFINGHAM (Northern half
North from an East-west line drawn approximately 3 miles south
of Effingham), MACON, MOULTRIE (Northeastern corner  including
Lovington, Bethany), PIATT (South of Monticello), & SHELBY
(Excludes the towns of Cowden, Herrick, Lakewood, Moweaqua,
Oconee, Shelbyville, Tower Hill, & Westervelt) COUNTIES:
                                  Rates          Fringes
  Cement Mason..................$ 22.50             9.75
----------------------------------------------------------------
PLAS0143-003 05/01/2001
CHAMPAIGN, CLARK, DOUGLAS (Northern 1/2), EDGAR, SHELBY
(Excluding Moweaqua), & PIATT (Northern part) COUNTIES
                                  Rates          Fringes
  Cement Mason..................$ 22.59             7.55
----------------------------------------------------------------
PLAS0152-004 05/01/2000
DE WITT COUNTY (Northern 1/2):
                                  Rates          Fringes
  Cement Mason..................$ 20.325            8.90
----------------------------------------------------------------
PLAS0539-002 05/01/2001
ADAMS, BROWN, CASS, CHRISTIAN, MENARD, PIKE, & SANGAMON
COUNTIES:
                                  Rates          Fringes
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  Cement Mason..................$ 20.40            9.48
-----------------------------------------------------------------
PLAS0539-005 05/01/2000
SCHUYLER COUNTY:
                                  Rates          Fringes
  Cement Mason..................$ 24.13            3.67
-----------------------------------------------------------------
PLAS0830-001 05/01/1993
                                  Rates          Fringes
  Cement Mason
    COLES, CUMBERLAND,
    DOUGLAS (Southern 1/2),
    MOULTRIE (Western 1/2),
    & SHELBY (Eastern part)
    COUNTIES....................$ 17.50            3.45
    VERMILION COUNTY............$ 18.175           1.00
-----------------------------------------------------------------
* TEAM0065-003 05/01/2003
                                  Rates          Fringes
  Truck Driver
    GROUP 1.....................$ 23.915          5.75+A
    GROUP 2.....................$ 24.315          5.75+A
    GROUP 3.....................$ 24.515          5.75+A
    GROUP 4.....................$ 24.765          5.75+A
    GROUP 5.....................$ 25.515          5.75+A
  FOOTNOTE:  A.  $100.00 PER WEEK.
  TRUCK DRIVERS CLASSIFICATIONS
  GROUP 1: Drivers on 2 axle trucks hauling less than 9 tons.
  Air compressor and welding machines & brooms, including those
  pulled by separate units, Warehouseman, Greasers & Tireman,
  Pickup trucks when hauling material, tools, or men to and
  from & on the job site, & forklifts up to 6,000 lb. capacity.
  GROUP 2: Two or three axle trucks hauling more than 9 ton,
  but hauling less than 16 ton, A-frame winch trucks, hydrolift
  trucks, or similar equipment when used for transportation
  purposes. Fork lifts over 6,000 lb. capacity, winch trucks, &
  four axle combination units.
  GROUP 3: Two, three or four axle trucks hauling 16 ton or
  more, drivers on water pulls,  articulated dump trucks,
  mechanics, Five (5) axle or more combination units.
  GROUP 4: Lowboy & Oil distributors.
  GROUP  5: Drivers who require special protective clothing
  while employed on hazardous waste work.
-----------------------------------------------------------------
WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.
=================================================================
Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).
-----------------------------------------------------------------
In the listing above, the "SU" designation means that rates
listed under the identifier do not reflect collectively
bargained wage and fringe benefit rates.  Other designations
indicate unions whose rates have been determined to be
prevailing.
-----------------------------------------------------------------
                    WAGE DETERMINATION APPEALS PROCESS
1.) Has there been an initial decision in the matter? This can
be:
*  an existing published wage determination
*  a survey underlying a wage determination
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*  a Wage and Hour Division letter setting forth a position on
   a wage determination matter
*  a conformance (additional classification and rate) ruling
On survey related matters, initial contact, including requests
for summaries of surveys, should be with the Wage and Hour
Regional Office for the area in which the survey was conducted
because those Regional Offices have responsibility for the
Davis-Bacon survey program. If the response from this initial
contact is not satisfactory, then the process described in 2.)
and 3.) should be followed.
With regard to any other matter not yet ripe for the formal
process described here, initial contact should be with the
Branch of Construction Wage Determinations.  Write to:
       Branch of Construction Wage Determinations
       Wage and Hour Division
       U.S. Department of Labor
       200 Constitution Avenue, N.W.
       Washington, DC 20210
2.) If the answer to the question in 1.) is yes, then an
interested party (those affected by the action) can request
review and reconsideration from the Wage and Hour Administrator
(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:
       Wage and Hour Administrator
       U.S. Department of Labor
       200 Constitution Avenue, N.W.
       Washington, DC 20210
The request should be accompanied by a full statement of the
interested party's position and by any information (wage
payment data, project description, area practice material,
etc.) that the requestor considers relevant to the issue.
3.) If the decision of the Administrator is not favorable, an
interested party may appeal directly to the Administrative
Review Board (formerly the Wage Appeals Board).  Write to:
       Administrative Review Board
       U.S. Department of Labor
       200 Constitution Avenue, N.W.
       Washington, DC 20210
4.) All decisions by the Administrative Review Board are final.
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          END OF GENERAL DECISION
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**General Decision Number: IL030016 06/13/2003**

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 General Decision Number: IL030016  06/13/2003
 Superseded General Decision No. IL020016
 State: Illinois
 Construction Type:
 HEAVY
 HIGHWAY
 County(ies):
 ALEXANDER          JACKSON             RANDOLPH
 CLAY               JASPER              RICHLAND
 CRAWFORD           JEFFERSON           SALINE
 EDWARDS            JOHNSON             UNION
 EFFINGHAM          LAWRENCE            WABASH
 FAYETTE            MARION              WAYNE
 FRANKLIN           MASSAC              WHITE
 GALLATIN           PERRY               WILLIAMSON
 HAMILTON           POPE
 HARDIN             PULASKI
 HEAVY CONSTRUCTION PROJECTS (including Sewer & Water Line
 Construction & Drainage Projects) & HIGHWAY CONSTRUCTION PROJECT
 (excluding tunnels, building structures in rest areas projects,
 and railroad construction; bascule, suspension & spandrel arch
 bridges; bridges designed for commercial navigation; bridges
 involving marine construction, other major bridges)
 Modification Number     Publication Date
            0             06/13/2003
COUNTY(ies):
ALEXANDER          JACKSON             RANDOLPH
CLAY               JASPER              RICHLAND
CRAWFORD           JEFFERSON           SALINE
EDWARDS            JOHNSON             UNION
EFFINGHAM          LAWRENCE            WABASH
FAYETTE            MARION              WAYNE
FRANKLIN           MASSAC              WHITE
GALLATIN           PERRY               WILLIAMSON
HAMILTON           POPE
HARDIN             PULASKI
 CARP0347G  08/01/2002
                                   Rates           Fringes
CRAWFORD, EFFINGHAM & JASPER COUNTIES:
 CARPENTERS                         23.17           8.66
 MILLWRIGHTS                        19.23           5.99
 PILEDRIVERMEN                      23.67           8.66
----------------------------------------------------------------
 CARP0634B  08/01/2002
                                   Rates           Fringes
CLAY, EDWARDS, FAYETTE, LAWRENCE, MARION, RICHLAND, & WABASH
COUNTIES:
 CARPENTERS                         22.19           9.64
 MILLWRIGHTS & PILEDRIVERS          22.69           9.64
----------------------------------------------------------------
 CARP0636A  08/01/2002
                                   Rates           Fringes
HAMILTON, JEFFERSON, WAYNE, & WHITE COUNTIES:
 CARPENTERS                         22.19           9.64
 PILEDRIVERMEN & MILLWRIGHTS        22.69           9.64
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 DIVERS (receive 1 1/2 times carpenter
  rate plus fringes and $25 per day for
  equipment)
----------------------------------------------------------------
 CARP0640G  08/01/2002
                                     Rates           Fringes
ALEXANDER, FRANKLIN, HARDIN, MASSAC, JACKSON, PERRY, POPE,
JOHNSON, GALLATIN, PULASKI, SALINE, UNION, & WILLIAMSON COUNTIES
 CARPENTERS                           21.76           10.07
 DIVERS (Receive 1 1/2 times
  Carpenter's rate plus fringe
  benefits and $25.00 per day for
  equipment)
----------------------------------------------------------------
 CARP1361A  08/01/2002
                                     Rates           Fringes
RANDOLPH COUNTY
 CARPENTERS, PILEDRIVERMEN, AND
  MILLWRIGHTS                         24.56           9.96
 DIVERS (receive 1 1/2 times
  carpenter rate plus fringes and
  $25 per day for equipment)
----------------------------------------------------------------
 ELEC0016B  04/01/2002
                                     Rates           Fringes
WABASH COUNTY
 ELECTRICIANS                         25.86           9.79
----------------------------------------------------------------
 ELEC0051E  03/01/1998
                                     Rates           Fringes
FAYETTE COUNTY (North of Avena, Bear Grove, Sefton, and Sharon
TWPS)
 LINE CONSTRUCTION:
  Lineman                             24.96           2.00+24.75%
  Equipment Operator (All crawler type
  equipment larger than D-4, 15 ton
  crane or larger)                    23.20           2.00+24.75%
  Groundman-Truck Driver w/winch, may
  operate diggers, 5th wheel type trucks,
  crawler-type equipment, D-4 & smaller
  backhoe 3/4 yard & under, & may drive
  bucket truck & live boom type line
  trucks)                             17.50           2.00+24.75%
  Groundman-Truck Driver w/o winch    16.45           2.00+24.75%
  Groundman                           15.63           2.00+24.75%
----------------------------------------------------------------
 ELEC0146D  12/01/2000
                                     Rates           Fringes
EFFINGHAM (Banner, Bishop, Douglas, Liberty, Lucas, Moccasin,
St. Francis, Summit, & Teulopolis TWPS), & FAYETTE (Hurricane,
S. Hurricane, Ramsey, Bowling Green, Carson, & Loudon TWPS)
COUNTIES:
 ELECTRICIANS                         25.45           6.43+3%
----------------------------------------------------------------
 ELEC0309D  12/01/1997
                                     Rates           Fringes
RANDOLPH COUNTY (Red Bud Twp)
 ELECTRICIANS                         26.51             41.5%
----------------------------------------------------------------
 ELEC0309I  11/29/1999
                                     Rates           Fringes
RANDOLPH (Red Bud Township) COUNTY:
LINE CONSTRUCTION:
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 Lineman                              28.21           41.82%
 Groundman Equipment Operator         24.55           41.82%
 Groundman Truck Driver               20.03           41.82%
 Groundman                            18.33           41.82%
----------------------------------------------------------------
 ELEC0702A  06/01/2002
                                    Rates           Fringes
ALEXANDER, CLAY, EDWARDS, EFFINGHAM (Excluding Banner, Bishop,
Douglas, Liberty, Lucas, Moccasin, St. Francis, Summit and
Teulopolis TWPS), FAYETTE (Excluding Hurricane, S. Hurricane,
Ramsey, Bowling Green, Carson and Loudon TWPS), FRANKLIN,
GALLATIN, HAMILTON, HARDIN, JACKSON, JEFFERSON, JOHNSON, MARION,
MASSAC, PERRY, POPE, PULASKI, SALINE, UNION, WAYNE, WHITE, AND
WILLIAMSON COUNTIES
 ELECTRICIANS                         27.85           3.89+19.5%
----------------------------------------------------------------
 ELEC0702B  01/01/2002
                                    Rates           Fringes
ALEXANDER, CLAY, CRAWFORD, EDWARDS, EFFINGHAM, FRANKLIN, FAYETTE
(Excludes portion N. Avena), GALLATIN, HAMILTON, HARDIN, JACKSON,
JASPER, JEFFERSON, JOHNSON, LAWRENCE, MARION, MASSAC, PERRY,
POPE, PULASKI, RANDOLPH (Except Red Bud Twps), RICHLAND, SALINE,
UNION, WABASH, WAYNE, WHITE, & WILLIAMSON COUNTIES:
LINE CONSTRUCTION:
 Lineman                              29.87           2.30+25.5%
 Groundman Equipment Operator
  (All crawler type equipment D-4
and larger)                       24.63           2.30+25.5%
 Groundman Equipment Operator
  (All other equipment)               22.02           2.30+25.5%
 Groundman                            18.20           2.30+25.5%
----------------------------------------------------------------
 ELEC0725D  06/01/1993
                                    Rates           Fringes
CRAWFORD, JASPER, LAWRENCE, & RICHLAND COUNTIES
 ELECTRICIANS                         18.77           2.26+3%
----------------------------------------------------------------
 ENGI0318A  01/01/2003
                                    Rates           Fringes
ALEXANDER, FRANKLIN, GALLATIN, HAMILTON, HARDIN, JACKSON,
JOHNSON, MASSAC, POPE, PULASKI, SALINE, UNION, WHITE, &
WILLIAMSON COUNTIES
 POWER EQUIPMENT OPERATORS:
  GROUP 1                             24.00           10.13+a
  GROUP 2                             22.10           10.13+a
  GROUP 3                             21.35           10.13+a
  GROUP 4                             20.00           10.13+a
 RIVER WORK ONLY:
  GROUP 5                             24.10           10.13+a
  GROUP 6                             20.65           10.13+a
  POWER EQUIPMENT OPERATORS CLASSIFICATIONS
GROUP 1:  All Off Road Material Hauling Equipment, All Terrain
Crane, Articulated Dump Truck, Asphalt Machine Spreader, Asphalt
Plant Operator, Asphalt Widener, Autograder, Automatic Slipform
Pavers, Backhoes, Barrel Grappler Devices (All), Blacksmith,
Blade Operators (All), Boat Operators (all) Bridges, Dams &
Waterways, Boilers, Boom or Winch Cat, Boom or Winch Type Trucks,
Boring Machines-Horizontal, Clamshell, Orange Peel Operator,
Concrete Breaker, Concrete Groover, Concrete Grinder, Concrete
Curb Machine, Concrete Finish Machine or Spreader Operator,
Concrete Mixer Paver, Concrete Pump Truck, Concrete Plant
Operator, Concrete Wheel Saw Operators, Cranes(All)
Truck/Track/Rubber, Crane (Overhead) Operator, Derrick Guy or
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Derrick Trucks,Ditching Machines (All), Dozer Operators, Dragline or Shovel Operators, Dredge Booster Pump, Dredge Engineman, Dredge Operator/Leverman, Drill Cat w/Compressor Mounted, Drilling or Boring Machine Rotary-Self-Propelled, Endloaders (All) Track/Rubber Elevating Grader, Flexplane, Forklifts (All), Gradall; Greasers, Heavy Equipment Robotics Operator, Hi-Lift, Hoists, Hosting Engine, Horizontal Directional Drill Operator, Incinerators (Haz-Mat only), Laser Screed, Locomotive/Operator, Master Mechanic, Mixers 21 cu. ft. or over, Motor Patrol, Pile driver operator, Pulls & Scrapers, Power Pac & Controls (Pile Driving), Pug mill, Pulverizer or Tillers, Push Cats, Quad Trac, Rotomills, Rubber Tired Farm Tractor with Attachments over 1/2 yd., Self-Propelled Chip Spreader, Self-Propelled Roller w/Attachments, Short Blaster/Bridge Deck, Shuttle Buggie, Side booms, Skid loader (Skid steers), Skimmer Scoop, Stationary Rock Slinger, Trench Machine Opeator, Tuggers, Ultra High Pressure Water Jet Cutting Machine, Vacuum, Vacuum Blasting Machine Operator, Vac Jet, Well or Caisson Drills, Well Point Pumps-2 or more, Wood Chipper w/Tractor

GROUP 2: Air Track Drill/Compressor, All Machines used to Sweep, Clean, Broom or remove debris or snow, Any type tractor pulling Roller or Disc, Asphalt Plant Assistant Operators, Assistant Operators on Rotomills, Automatic Bins or Scales W/Compressor or Generator, Back-End man on Asphalt Machine, Bulk Cement Plant W/Separate Compressor, Concrete Curb Machine requiring Electronics, Concrete Plant Assistant Operators, Concrete or Pump crete Pumps, Deck Hand on Boats, Dredge Assistant Operator/Mate, Power Broom, Self-Propelled Roller/Compactor, Straw Mulcher Blower, Stump Cutter Machine, Two Air Compressors (220 CFM or over), Two Air Track Drills

GROUP 3: Air Compressor w/value driving piling, Assistant Operator, Boom or Winch Type Truck, Elevator Operator, Form Grader, Man Lift (Scissor Lift) when lifting materials, Mechanic, Pile driver activating air or hydraulic value, Rubber-Tired Farm Type Tractor w/Blade/Bullozer/Auger/Hi-Lift of 1/2 yd or less, Self-Propelled Concrete Saw, Self-Propelled Robotics roller, Self-Propelled Vibrator; Truck Crane assistant operator; Two Conveyors

GROUP 4: Air Compressor (220 CFM or over) One, Air Track Drill (one), Automatic Bin, Belt Drag Machine, Bulk Cement Plant w/Built-in Compressor running off same motor or electric motor, Fireman or Switchman, Mechanical plasterer applicator, Pipeline Tract Jack, Power Broom, Self-Propelled Form Taper, Trac-Air, Mixers-less than 21 cu. ft. Mortar Mixer w/ski or pump, Mud Jacks, One Well Point Pump, Wood Chipper

GROUP 5: All Off Road Material Hauling Equipment, All Terrain Crane, All Power Boat Operators, Articulated Dump Truck, Asphalt Machine Spreader, Asphalt Plant Operator, Asphalt Widener, Autograder, Automatic Slipform Pavers, Backhoes, Barrell Grappler Devices (All), Blacksmith, Blade Operators (All), Boat Operators (All) Bridges, Dams & Waterways, Boilers, Boom or Winch Cat, Boom or Winch Type Trucks, Boring Machines-Horizontal, Clamshell, Orange Peel Operator, Concrete Breaker, Concrete Curb Machine, Concrete Finish Machine or Spreader Operator, Concrete Mixer Paver, Concrete Pump Truck, Concrete Plant Operator, Concrete Wheel Saw Operators, Cranes (All) Truck/Track/Rubber, Crane (Overhead) Operator, Derrick Guy or Derrick Trucks, Ditching Machines (All), Dozer Operators, Dragline or Shovel Operators, Dredge Booster Pump, Dredge Engineman, Dredge Operator/Leverman, Drill Cat w/Compressor Mounted, Drilling or Boring Machine Rotary-Self-Propelled, Endloaders (All)Track/Rubber Elevating Grader; Flexplane, Forklifts (All), Gradell, Greasers, Heavy Equipment Robotics Operator, Hi-Lift, Hoist, Hoisting Engine,

Horizontal Directional Drill Operator, Incinerator (Haz-Mat only), Laser-Screed, Locomotive/Operator, Master Mechanic, Mixers 21 cu. ft. or over, Motor Patrol, Piledriver Operator, Pulls & Scrapers, Power Pac & Controls (Pile Driving), Pugmill, Pulverizer or Tillers, Push Cats, Quad Trac, Rotomill, Rubber Tired Farm Tractor with Attachments over 1/2 yd., Self-Propelled Chip Spreader; Self-Propelled Roller w/Attachments, Shuttle Buggie, Sidebooms, Skidloader (Skidsteers), Skimmer Scoop, Trench Machine Operator, Tuggers, Ultra High Pressure Water Jet Cutting Machine, Vacuum, Vacuum Blasting Machine Operator, Vac Jet, Well or Caisson Drills, Well Point Pumps - 2 or more, Wood Chipper w/Tractor

GROUP 6: All Terrain Cherry Picker w/over 40 ton Lifting Capacity, Crane, Deckhand on all rivers, lakes and tributaries, Dinky or Standard Locomotive, Ditching Machine (80 H.P. and over), Dragline, Dredge, Gradall, Guy Derrick, Assistant Operators or Fireman on Crane, Pile Driver, Shovel, Trenching Machine, Truck Crane

Footnote:a-Hazardous Waste Premium:
Level (A)-recieve $1.00 above rate.
Level (B)-receive $.75 above rate.
Level (C)-receive $.50 above rate.
Level (D)-receive $.25 above rate.

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ENGI0520B 08/01/2002

| | Rates | Fringes |
|---|---|---|
| FAYETTE, JEFFERSON, MARION, PERRY, RANDOLPH COUNTIES | | |
| POWER EQUIPMENT OPERATORS: | | |
| GROUP 1 | 24.30 | 13.80 |
| GROUP 2 | 18.64 | 13.80 |
| GROUP 3 | 18.75 | 13.80 |
| GROUP 4 | 18.42 | 13.80 |
| GROUP 5 | 24.85 | 13.80 |
| GROUP 6 | 25.15 | 13.80 |
| GROUP 7 | 25.43 | 13.80 |

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes; Draglines; Shovels; Skimmer Scoops; Clamshells or Derrick Boats; Piledrivers; Crane type Backhoes; Asphalt Plant Operator; Concrete Plant Operator; Dredges; Asphalt Spreading Machines; Locomotives; Cableways or Tower Machines; Hoists; Hydraulic Backhoes; Ditching Machines or Backfiller; Cherry Pickers; Overhead Crane; Roller; Concrete Paver; Concrete Breakers and Pumps; Bulk Cement Plants; Cement Pumps; Derrick type Drills; Boat Operators; Motor Graders or Pushcats; Scoops or Tournapulls; Bulldozers; End Loaders or Forklifts; Power Blade or Elevating Grader; Winch Cats; Boom or Winch Trucks or Boom Tractor; Pipewrapping or Painting Machines; Drills (other than Derrick type); Mud Jacks; Well Drilling Machines; Mixers; Conveyors (two); Air Compressors two; Water Pumps regardless of size; Welding Machines Two; Siphons or Jets Two; Winch Heads or Apparatus Two; Light Plants Two; Tractors regardless of size straight (tractor only); Firemen on Stationary Boilers; Automatic Elevators; Form Grading Machines; Finishing Machines; Power Sub-Grader or Ribbon Machine; Longitudinal Floats; Distribution operator on trucks; Winch Heads or apparatuses (1); Excavators; Mobile Track Air and Heater (2 to 5); Heavy Equipment Greaser and all other operators not listed below.

GROUP 2: Air Compressor One; Water Pump regardless of size One; Welding Machine One; 1-Bag Mixer One; Conveyor One; Siphon or Jet; Light Plant One; Heater One; Immobile Track Air One

GROUP 3: Firemen on Whirlies and Asphalt Spreader Oiler; Heavy Equipment Oilers; Truck Cranes; Monigans; Large over 65 tons capacity; Concrete Plant OIler and Black Top Plant Oiler

GROUP 4: Oilers
GROUP 5: Master Mechanic; Operators on equipment with Booms, including Jibs, 100 ft and over, but less than 150 ft
GROUP 6: Operators on equipment with Booms, including Jibs, 150 ft and over, but less than 200 ft
GROUP 7: Operators on equipment with Boomns, including Jibs, 200 ft and over; Tower Cranes, and Whirley Cranes

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ENGI0841E 04/01/2002

| | Rates | Fringes |
|---|---|---|
| CLAY, CRAWFORD, EDWARDS, EFFINGHAM, JASPER, LAWRENCE, RICHLAND, WABASH, & WAYNE COUNTIES | | |
| POWER EQUIPMENT OPERATORS: | | |
| GROUP 1 | 24.10 | 9.85 |
| GROUP 2 | 15.85 | 9.85 |

POWER EQUIPMENT OPERATORS CLASSIFICATIONS
GROUP 1: Power Cranes, Draglines, Derricks, Shovels, Gradalls, Mechanics, Tractor Highlift, Tournadozer, Concrete Mixers with Skip, Tournamixer, Two-Drum Machine, One-Drum Hoist with Tower or Boom, Cableways, Tower Machines, Motor Patrol, Boom Tractor, Boom or Winch Truck, Winch or Hydraulic Boom Truck, Truck Crane, Tournapull, Tractor Operating Scoops, Bulldozer, Push Tractor, Asphalt Planer, Finishing Machine on Asphalt, Large Rollers on Earth, Rollers on Asphalt Mix, Ross Carrier or Similar Machine, Gravel Processing Machine, Asphalt Plant Engineer, Paver Operator, Farm Tractor with Half Yard Bucket and/or Backhoe Attachments, Dredge Engineer, or Dredge Operator, Central Mix Plant Engineer, CMI or Similar Type Machine, Truck or Skid Mounted Concrete Pump, Tower Crane, Engine or Rock Crusher Plant, Concrete Plant Engineer, Ditching Machine with Dual Attachment, Tractor Mounted Loaders, Cherry Picker, Hydro Crane, Standard or Dinkey Locomotives, Scoopmobiles, Euclid Loader, Soil Cement Machine, Back Filler, Elevating Machine, Power Blade, Drilling Machines Including Well Testing, Caissons, Shaft or Any Similar Type Drilling Machines, Motor Driven Paint Machine, Pipe Cleaning Machine, Pipe Wrapping Machine, Pipe Bending Machine, Apsco Paver, Boring Machine, (Equipment Greased), Barber- Greene Loaders, Formless Paver, (Well Point System), Concrete Spreader, Hydra Ax, Span Saw and Similar types, Marine Scoops, Brush Mulcher, Brush Burner, Mesh Placer, Tree Mover, Helicopter Crew (3), Piledriver - Skid or Crawler, Stump Remover, Root Rake, Tug Boat Operator, Refrigerating Machine, Freezing Operator, Chair Cart-Self Propelled, Hydra Seeder, Straw Blower, Power Sub Grader, Bull Float, Finishing Machine, Self-Propelled Pavement Breaker (Backhoe Attached), Lull (or Similar Type Machine), Two Air Compressors, Compressors Hooked in Manifold, Overhead Crane, Chip Spreader, Mud Cat, Sull-Air Fork Lifts (Except When Used For Landscaping Work), Soil Stabilazer (Seaman Tiller, Bo Mag, Rago Gator and Similar Types or Equipment), Tube Float, Spray Machine, Curing Machine, Concrete or Asphalt Milling Machine, Snooper Truck Operator.
GROUP 2: Concrete Mixers Without Skips, Rock Crusher, Ditching Machine Under 6', Curbing Machine, one Drum Machines without Tower or Boom, Air Tugger, Self-Propelled Concrete Saw, Machine-Mounted Post Hole Digger, Two to Four Generators, Water Pumps, or Welding Machines, within 400 ft, Air Compressor 600 cu. ft. and Under, Rollers on Aggregate and Seal Coat Surfaces, Fork Lifts (When Used For Landscaping Work, Concrete and Blacktop Curb Machine, Farm Tractor with less than Half Yard Bucket, One Water Pump, Oilers, Air Valves or Steam Valves, One Welding Machine, Truck Jack, Mud Jack, Gunnite Machine, House Elevators when used for Hoisting Material, Engine Tenders, Wagon Drill, Flex Plane, Conveyor, Siphons and Pulsometer, Switchman, Fireman on Paint

Pots, Fireman on Asphalt Plants, Distributor Operators on Trucks, Tampers, Self- Propelled Power Broom, Striping Machine (Motor Driven), Form Tamper, Bulk Cement Plant Equipment Greaser, Deck Hands, Truck Crane Oiler_Driver, Cement Blimps, Form Grader, Temporary Heat, Throttle Valve, Farm Tractor, Super Sucker (And Similar Type of Equipment).

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IRON0046G 05/01/2002

| | Rates | Fringes |
|---|---|---|
| EFFINGHAM (Excluding Dexter & East thereof), FAYETTE (Avena & North thereof) COUNTIES | | |
| IRONWORKERS | 22.88 | 10.82 |

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IRON0103G 04/01/2003

| | Rates | Fringes |
|---|---|---|
| CLAY (Louisville & South thereof), EDWARDS, FRANKLIN (Northeast corner), GALLATIN, HAMILTON, JEFFERSON (East of Mt. Vernon), LAWRENCE (Southern 1/2 including Lawrenceville), MARION (Southeast), RICHLAND (Southern 1/2), SALINE (Northeastern 1/3), WABASH, WAYNE, & WHITE COUNTIES | | |
| IRONWORKERS | 23.50 | 10.40 |

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IRON0392B 03/01/2003

| | Rates | Fringes |
|---|---|---|
| FAYETTE (Southern 1/2 below Brownstown), JACKSON (Remainder), JEFFERSON (Mt. Vernon & area West thereof), MARION, PERRY, & RANDOLPH COUNTIES | | |
| IRONWORKERS | 23.65 | 12.10 |

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IRON0439C 06/01/2002

| | Rates | Fringes |
|---|---|---|
| CLAY (Except Louisville & South thereof), CRAWFORD, EFFINGHAM (Dexter & East thereof), JASPER, LAWRENCE (Northern half excluding Lawrenceville), & RICHLAND COUNTIES | | |
| IRONWORKERS | 22.82 | 11.04 |

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IRON0782F 05/01/2003

| | Rates | Fringes |
|---|---|---|
| ALEXANDER, FRANKLIN, GALLATIN, HARDIN, JACKSON (Except Ava and Elkville TWPS), JOHNSON, MASSAC, PERRY, POPE, PULASKI, SALINE (Except vicinity of El Dorado and area Northeast thereof), UNION, & WILLIAMSON COUNTIES: | | |
| IRONWORKERS | 20.85 | 9.46 |

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LABO0459D 08/01/2002

| | Rates | Fringes |
|---|---|---|
| RANDOLPH (SPARTA & VIC.) COUNTY: | | |
| LABORERS: | | |
| HEAVY CONSTRUCTION: | | |
| GROUP 1- | 21.10 | 9.65 |
| GROUP 2- | 21.35 | 9.65 |
| GROUP 3- | 21.60 | 9.65 |
| GROUP 4- | 22.625 | 9.65 |

GROUP 1 - General Laborers

GROUP 2 - Work in septic tanks, cess pools, or dry wells (old or new); All feeders, mixers and nozzles men on gunnite or sandblasting work; When handling creosoted material; Raking or luting asphalt; Burning or cutting with torch; Working on bottom of sewer trenches on the final grading, laying or caulking of perferformed sectional sewer pipe; High time (20 feet or over), where exposed to an open fall; Operator of motor buggies; Any work performed in or on all types of cased wells; Cooking, mixing and applying of mastic such as sulf-seal and/or other coal

derivatives
GROUP 3 - Brick masons and plasterer tenders
GROUP 4 - Dynamite and Powder men

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LABO0738A 04/01/2002

| | Rates | Fringes |
|---|---|---|
| FRANKLIN, GALLATIN, HARDIN, JACKSON, JOHNSON, PERRY, POPE, SALINE, WILLAIMSON COUNTIES: | | |
| LABORERS | 19.05 | 8.45 |
| Asbestos abatement and removal of hazardous materials from non-mechanical systems; and hazardous and toxic waste clean up | 19.05 | 8.45 |

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LABO0773B 04/01/2002

| | Rates | Fringes |
|---|---|---|
| ALEXANDER, MASSAC, PULASKI(Southern 2/3) COUNTIES: | | |
| LABORERS | 19.05 | 8.45 |
| Asbestos abatement and removal of hazardous materials from non-mechanical systems; and hazardous and toxic waste clean up | 19.05 | 8.45 |

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LABO0925B 08/01/2002

| | Rates | Fringes |
|---|---|---|
| RANDOLPH COUNTY (Chester and vicinity) | | |
| LABORERS (HEAVY CONSTRUCTION): | | |
| GROUP 1 | 21.00 | 9.75 |
| GROUP 2 | 21.25 | 9.75 |
| GROUP 3 | 21.50 | 9.75 |
| GROUP 4 | 22.525 | 9.75 |

LABORERS CLASSFICATIONS
GROUP 1: General Laborers
GROUP 2: Work in septic tanks, cess-pools, or dry wells (old or new); All feeders, mixer and nozzle men on gunnite or sandblasting work; When handling creosoted material; Raking of luting asphalt; Burning or cutting with torch; Working on bottom of sewer trenches on the final grading, laying or caulking of performed sectional sewer pipe; High time (20 feet or over) where exposed to an open fall; Operator of motor buggies; Any work performed in or on all types of cased wells; Cooking, mixing and applying of mastic such as sulfa-seal and/or other coal derivatives
GROUP 3: Brick mason tenders, and plasterer tenders
GROUP 4: Dynamite and powder men

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LABO1280A 04/01/2000

| | Rates | Fringes |
|---|---|---|
| CLAY, CRAWFORD, EDWARDS, EFFINGHAM, FAYETTE, HAMILTON, JASPER, JEFFERSON, LAWRENCE, MARION, RICHLAND, WABASH, WAYNE, & WHITE COUNTIES | | |
| LABORERS | 18.10 | 7.50 |
| Asbestos Abatement and Removal of Hazardous Materials from Non-Mechanical Systems; and Hazardous and Toxic Waste Clean up | 18.10 | 7.65 |

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LABO1330A 04/01/2002

| | Rates | Fringes |
|---|---|---|
| PULASKI(Northern 1/3)& UNION COUNTIES: | | |

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LABORERS                                19.05            8.45
Asbestos abatement and removal
of hazardous materials from
non-mechanical systems; and
hazardous and toxic waste
clean up                                19.05            8.45
----------------------------------------------------------------
 PAIN0058F  05/01/2000
                                     Rates           Fringes
FAYETTE COUNTY
 INDUSTRIAL PAINTERS:
  Brush                                 23.02           6.60
  Spraying, Blasting,
  and Steam Cleaning                    25.02           6.60
----------------------------------------------------------------
 PAIN0058G  05/01/2000
                                     Rates           Fringes
FAYETTE COUNTY
 BRIDGE PAINTERS:
  Brush                                 23.02           6.60
  Spray and Blast                       25.02           6.60
----------------------------------------------------------------
 PAIN0058R  05/01/1999
                                     Rates           Fringes
ALEXANDER, FRANKLIN, GALLATIN, HARDIN, JACKSON, JOHNSON, PERRY,
POPE, PULASKI, RANDOLPH, SALINE, UNION, & WILLIAMSON COUNTIES:
PAINTERS                                 20.77           6.03
PAINTERS (BRIDGES & DAMS)                23.07           6.03
----------------------------------------------------------------
 PAIN0124B  05/01/2000
                                     Rates           Fringes
CLAY, HAMILTON, JEFFERSON, MARION, & WAYNE COUNTIES
 INDUSTRIAL PAINTERS:
  Brush                                 18.05           4.40
  Bridges, Spray,
and Sandblasting                     21.15           4.40
----------------------------------------------------------------
 PAIN0156I  04/01/2003
                                     Rates           Fringes
EDWARDS, WABASH , & WHITE COUNTIES:
PAINTERS:
 Brush, Roller, & Paperhangers          21.25            7.98
 Drywall Finishers,Plasterers           21.50            7.98
 Spray, Sandblast, Power Tools,
 Waterblast & Steam Cleaning            22.25            7.98
 Brush, & Roller of Mastics,Creosotes
 Kwinch Koate, Coal Tar Epoxy           22.25            7.98
 Spray for Mastics, Creosotes, Kwinch
 Koate, Coal Tar Epoxy                  23.25            7.98
----------------------------------------------------------------
 PAIN0500E  05/01/2002
                                     Rates           Fringes
MASSAC COUNTY:
PAINTERS:
 Commercial                             16.00            5.50
 Industrial                             18.25            5.50
 Bridges & Dams                         22.25            5.50
Spray, Sandblasting and water blast units with 3500 PSI
receive a $.50 per hour premimum.
All work forty feet and above receive a $1.00 per hour premimum.
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 PAIN1705E  04/01/2000
                                     Rates           Fringes
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CRAWFORD, EFFINGHAM, JASPER, LAWRENCE, & RICHLAND, COUNTIES
PAINTERS:
BRUSH & ROLLER

| | | |
|---|---|---|
| 0-30 ft | 20.90 | 6.63 |
| Over 30 ft | 21.70 | 6.63 |
| Over 100 ft | 22.70 | 6.63 |

BLASTING, SPRAYING, PRESSURE
WASHING

| | | |
|---|---|---|
| 0-30 FT | 21.90 | 6.63 |
| Over 30 ft | 24.20 | 6.63 |
| oVer 100 ft | 25.20 | 6.63 |

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PLAS0018Q 05/01/2001

| | Rates | Fringes |
|---|---|---|
| DE WITT (Clinton and South thereof), EFFINGHAM (Northern half North from an East-west line drawn approximately 3 miles south of Effingham), MACON, MOULTRIE (Northeastern corner including Lovington, Bethany), PIATT (South of Monticello), & SHELBY (Excludes the towns of Cowden, Herrick, Lakewood, Moweaqua, Oconee, Shelbyville, Tower Hill, & Westervelt) COUNTIES: | | |
| CEMENT MASONS | 21.175 | 9.10 |

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PLAS0143D 04/01/2001

| | Rates | Fringes |
|---|---|---|
| CRAWFORD,LAWRENCE, & WABASH COUNTIES | | |
| CEMENT MASONS | 20.10 | 6.40 |

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PLAS0143J 01/01/2003

| | Rates | Fringes |
|---|---|---|
| ALEXANDER,FRANKLIN,GALLATIN,HARDIN,JACKSON,JOHNSON.MASSAC, PERRY,POPE,PULASKI,RANDOLPH,SALINE,UNION,& WILLIAMSON COUNTIES: | | |
| CEMENT MASONS | 23.35 | 5.45 |

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PLAS0143L 04/01/2001

| | Rates | Fringes |
|---|---|---|
| CLAY,EDWARDS,FAYETTE,HAMILTON,JASPER,JEFFERSON,MARION,RICHLAND WAYNE AND WHITE COUNTIES: | | |
| CEMENT MASONS | 21.75 | 4.75 |

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PLAS0143M 04/01/2001

| | Rates | Fringes |
|---|---|---|
| EFFINGHAM (Southern half, South from an East-West line drawn approximately 3 miles North of Effingham) COUNTY: | | |
| CEMENT MASONS | 21.75 | 4.75 |

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TEAM0001F 05/01/2002

| | Rates | Fringes |
|---|---|---|
| ALEXANDER, CHAMPAIGN, CHRISTIAN, CLARK, CLAY, COLES, CRAWFORD, CUMBERLAND, DE WITT, DOUGLAS, EDGAR, EDWARDS, EFFINGHAM, FAYETTE, FORD (Southern 1/2), FRANKLIN, GALLATIN, HAMILTON, HARDIN, IROQUOIS (Southern & Northwestern parts), JACKSON, JASPER, JEFFERSON, JOHNSON, LAWRENCE, MARION, MASSAC, MOULTRIE, PERRY, PIATT, POPE, PULASKI, RICHLAND, SALINE, SHELBY, UNION, VERMILION, WABASH, WAYNE, WHITE, & WILLIAMSON COUNTIES | | |
| TRUCK DRIVERS: | | |
| GROUP 1 | 23.62 | 5.00+a |
| GROUP 2 | 24.02 | 5.00+a |
| GROUP 3 | 24.22 | 5.00+a |
| GROUP 4 | 24.47 | 5.00+a |
| GROUP 5 | 25.22 | 5.00+a |

FOOTNOTE:
a. $91.00 per week
TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Drivers on 2 Axle Trucks Hauling Less Than 9 Tons. Air Compressor and Welding Machines & Brooms, Including Those Pulled by Separate Units, Warehousemen, Greasers & Tiremen, Pickup Trucks When Hauling Material, Tools, or Men to and From & on the Job Site, & Fork Lifts up to 6,000 LB. Capacity.
GROUP 2: Two or Three Axle Trucks Hauling more than 9 Ton But Hauling less than 16 Ton, A-Frame Winch Trucks, Hydrolift Trucks, or Similar Equipment When Used For Transportation Purposes. Fork Lifts Over 6,000 LB. Capacity, Winch Trucks, & Four Axle Combination Units.
GROUP 3: Two, Three or Four Axle Trucks Hauling 16 Ton or more, Drivers on Water Pulls, Mechanics, Five Axle or more Combination Units.
GROUP 4: Lowboy & Oil Distributors.
GROUP 5: Drivers who require special protective clothing while employed on hazardous waste work.

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

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

The request should be accompanied by a full statement of the

interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

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

END OF GENERAL DECISION

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**General Decision Number: IL030017 06/13/2003**

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 General Decision Number: IL030017  06/13/2003
 Superseded General Decision No. IL020017
 State: Illinois
 Construction Type:
 HEAVY
 HIGHWAY
 County(ies):
 BOND                JERSEY               MONTGOMERY
 CALHOUN             MACOUPIN             ST CLAIR
 CLINTON             MADISON              WASHINGTON
 GREENE              MONROE
 HEAVY CONSTRUCTION PROJECTS (including Sewer & Water Line
 Construction & Drainage Projects) & HIGHWAY CONSTRUCTION PROJECT
 (excluding tunnels, building structures in rest areas projects,
 and railroad construction; bascule, suspension & spandrel arch
 bridges; bridges designed for commercial navigation; bridges
 involving marine construction, other marine bridges)
 Modification Number     Publication Date
             0             06/13/2003
COUNTY(ies):
BOND                JERSEY               MONTGOMERY
CALHOUN             MACOUPIN             ST CLAIR
CLINTON             MADISON              WASHINGTON
GREENE              MONROE
 CARP0016A  05/01/2003
                                     Rates           Fringes
MACOUPIN (upper 1/2) & MONTGOMERY (upper 1/2, INCLUDING WAGGONER,
STANDARD CITY, & NORTH THEREOF) COUNTIES:
CARPENTERS                            23.90          10.64
PILEDRIVERS                           24.40          10.64
MILLWRIGHTS                           24.65           8.76
----------------------------------------------------------------
 CARP0295A  05/01/1994
                                     Rates           Fringes
GREENE (South of Apple Creek) COUNTY:
 CARPENTERS, LATHERS, and
  SOFT FLOOR LAYERS                   18.39           6.17
 MILLWRIGHTS                          19.23           5.99
 PILEDRIVERS                          18.89           6.17
----------------------------------------------------------------
 CARP0295E  08/01/1995
                                     Rates           Fringes
MADISON COUNTY:
CARPENTERS & PILEDRIVERS              20.46           6.34
----------------------------------------------------------------
 CARP0295H  08/01/1997
                                     Rates           Fringes
BOND, CALHOUN, & JERSEY COUNTIES:
CARPENTERS, MILLWRIGHTS & PILEDRIVERS   21.41          7.34
----------------------------------------------------------------
 CARP0500A  08/01/1995
                                     Rates           Fringes
CLINTON, MONROE, & WASHINGTON COUNTIES:
CARPENTERS & PILEDRIVERMEN            20.46           6.34
----------------------------------------------------------------
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CARP0500C 08/01/1995

| | Rates | Fringes |
|---|---|---|
| ST. CLAIR COUNTY: | | |
| CARPENTERS & PILEDRIVERMEN | 20.46 | 6.34 |

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CARP0725D 06/18/2001

| | Rates | Fringes |
|---|---|---|
| MACOUPIN (LOWER 1/2) and MONTGOMERY (LOWER 1/2) COUNTIES: | | |
| CARPENTERS | 21.13 | 10.71 |
| PILEDRIVERS | 21.63 | 10.71 |

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CARP0904E 05/01/2003

| | Rates | Fringes |
|---|---|---|
| GREENE (Except S. of Apple Creek) COUNTY: | | |
| CARPENTERS | 24.15 | 10.19 |
| PILEDRIVERS | 24.65 | 10.19 |

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ELEC0193C 04/01/1998

| | Rates | Fringes |
|---|---|---|
| MACOUPIN (ATHENVILLE, SCOTTVILLE, GIRARD AND AREA N. THEREOF), & MONTGOMERY (NW PART INCLUDING BOIS D ARC, HARVEL & PITMAN TWPS.) COUNTIES | | |
| WIREMAN | 24.96 | 2.00+24.75% |
| BOND (E 1/2), CLINTON (HUEY, HOFFMAN & VIC.), & WASHINGTON (EXCEPT VENEDY TWP.) COUNTIES | | |
| ELECTRICIANS | 24.96 | 2.00+24.75% |
| CALHOUN, GREENE, JERSEY, MACOUPIN (BRIGHTON TWP.), & MADISON (ALTON & VIC.) COUNTIES | | |
| ELECTRICIANS | 24.96 | 2.00+24.75% |
| MONTGOMERY (E. OF BUTLER GROVE, GRISHAM, HILLSBORO & RAYMOND TWPS) COUNTIES | | |
| ELECTRICIANS | 24.96 | 2.00+24.75% |

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ELEC0193K 04/01/2001

| | Rates | Fringes |
|---|---|---|
| MACOUPIN(Townships of Scottville, North Palmyra, North Otter, Virden, Girard, Barr, South Palmyra, South Otter, and Nilwood) and MONTGOMERY(Townships of Bois D'Arc, Pitman, and Harvel) COUNTIES; | | |
| LINE CONSTRUCTION: | | |
| Lineman | 28.70 | 2.10+25.5% |
| Equipment Operator (All crawler type equipment larger than D-4, 15 ton crane or larger) | 25.79 | 2.10+25.5% |
| Groundman-Truck Driver with winch< may operate diggers, 5th wheel type trucks, crawler-type equipment,D-4 & smaller, backhoe 3/4 yard & under, rubber tired & crawlers w/end loader, & may drive bucket truck & live boom type line trucks) | 19.44 | 2.10+25.5% |
| Groundman-Truck Driver w/o Winch | 18.26 | 2.10+25.5% |
| Groundman | 17.35 | 2.10+25.5% |

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ELEC0309B 11/29/1999

| | Rates | Fringes |
|---|---|---|
| BOND (W 1/2), CLINTON, GREENE (ALL WORK PERFORMED ON THE ILLINOIS POWER COMPANY PROPERTY),JERSEY (ALL WORK PERFORMED ON THE ILLINOIS POWER COMPANY PROPERTY),MACOUPIN (EXCEPT N 1/3 & SW CORNER), MADISON (EXCEPT E. ALTON, ALTON, WOOD RIVER & HARTFORD), MONROE, MONTGOMERY ( E. OF ROUNDTREE, IRVING & E. FORK TWP.), RANDOLPH (THAT PORTION OF RED BUD TOWNSHIP),ST. CLAIR, & WASHINGTON (OKAWVILLE & VENEDY TWPS.) COUNTIES | | |

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LINEMEN                                28.21              41.82%
GROUNDMEN EQUIPMENT OPERATORS          24.55              41.82%
GROUNDMEN TRUCK DRIVER                 20.03              41.82%
GROUNDMAN                              18.33              41.82%
----------------------------------------------------------------
 ELEC0309C  12/01/1997
                                     Rates           Fringes
BOND (W 1/2), CLINTON (EXCLUDES HUEY, HOFFMAN, & VIC.), MACOUPIN
(EXCLUDES BRIGHTON TWP., ATHENVILLE, SCOTTVILLE, GIRARD & AREA N.
THEREOF), MONROE, MONTGOMERY, WASHINGTON (VENEDY TWP.), MADISON
(EXCLUDES ALTON & VIC.) & ST. CLAIR COUNTIES
ELECTRICIAN                            26.51           41.5%
----------------------------------------------------------------
 ELEC0649B  12/02/2002
                                     Rates           Fringes
CALHOUN, GREENE, JERSEY, MACOUPIN (SW CORNER), & MADISON (E.
ALTON, ALTON, WOOD RIVER & HARTFORD) COUNTIES
LINEMEN,BLASTER,LINEMAN HOLE BORING
 MACHINE OPERATOR                      30.64           3.65+21.5%
GROUNDMEN, EQUIPMENT OPERATORS         26.46           3.65+21.5%
GROUNDMAN-TRUCK DRIVER W/WINCH         19.82           3.65+21.5%
GROUNDMAN-TRUCK DRIVER WO/WINCH        18.28           3.65+21.5%
GROUNDMAN                              17.81           3.65+21.5%
----------------------------------------------------------------
 ELEC0702F  01/01/2002
                                     Rates           Fringes
BOND (E 1/2), & WASHINGTON (OKAWVILLE & VENDY TWPS.) COUNTIES
LINE CONSTRUCTION
Lineman                                29.87           2.30+25.5%
Groundman Equipment Operator
(All crawler type equipment D-4
 and larger)                           24.63           2.30+25.5%
Groundman Equipment operator
(All other equipment)                  22.02           2.30+25.5%
Groundman                              18.20           2.30+25.5%
----------------------------------------------------------------
 ENGI0520E  08/01/2002
                                     Rates           Fringes
BOND, CALHOUN, CLINTON, GREENE, JERSEY, MACOUPIN, MADISON,
MONROE, MONTGOMERY, ST. CLAIR, & WASHINGTON COUNTIES:
POWER EQUIPMENT OPERATORS:
GROUP  1:                              24.30          13.80
GROUP  2:                              18.64          13.80
GROUP  3:                              18.75          13.80
GROUP  4:                              18.42          13.80
GROUP  5:                              24.85          13.80
GROUP  6:                              25.15          13.80
GROUP  7:                              25.43          13.80
GROUP  1:  CRANES; DRAGLINES; SHOVELS; SKIMMER SCOOPS; CLAMSHELLS
 OR DERRICK BOATS; PILEDRIVERS; CRANE-TYPE BACKHOES;
 ASPHALT PLANT OPER; CONCRETE PLANT OPERATOR; DREDGES;
 ASPHALT SPREADING MACHINES; LOCOMOTIVES; CABLEWAYS OR
 TOWER MACHINES; HOISTS; HYDRAULIC BACKHOES; DITCHING
 MACHINES OR BACKFILLER; CHERRY PICKERS; OVERHEAD
 CRANE; ROLLER; CONCRETE PAVER; CONCRETE BREAKERS &
 PUMPS; BULK CEMENT PLANTS; CEMENT PUMPS; DERRICK TYPE
 DRILLS; BOAT OPERATORS; MOTOR GRADERS OR PUSHCATS;
 SCOOPS OR TOURNAPULLS; BULLDOZERS; ENDLOADERS OR
 FORKLIFTS; POWER BLADE OR ELEVATING GRADERS; WINCH
 CATS; BOOM OR WINCH TRUCKS OR BOOM TRACTORS,
 PIPEWRAPPING OR PAINTING MACHINES; DRILLS (OTHER THAN
 DERRICK TYPE); MUD JACKS; WELL DRILLING MACHINES;
 MIXERS; CONVEYORS (TWO); AIR COMPRESSORS TWO; WATER
```

PUMPS REGARDLESS OF SIZE; WELDING MACHINES TWO;
SIPHONS OR JETS TWO; WINCH HEADS OR APPARATUS TWO;
LIGHT PLANTS TWO; TRACTORS REGARDLESS OF SIZE
STRAIGHT (TRACTOR ONLY); FIREMEN ON STATIONARY
BOILERS; AUTOMATIC ELEVATORS; FORM GRADING MACHINES;
FINISHING MACHINES; POWER SUB-GRADER OR RIBBON
MACHINE; LONGITUDINAL FLOATS; DISTRIBUTION OPERATOR
ON TRUCKS; WINCH HEADS OR APPARATUSES (1); EXCAVATORS;
MOBILE TRACK AIR AND HEATER (TWO TO FIVE); HEAVY
EQUIPMENT GREASER AND ALL OTHER OPERATORS NOT LISTED
BELOW.

GROUP 2: AIR COMPRESSOR ONE; WATER PUMP REGARDLESS OF SIZE ONE;
WELDING MACHINE ONE; 1-BAG MIXER ONE; CONVEYOR ONE;
SIPHON OR JET; LIGHT PLANT ONE; HEATER ONE; IMMOBILE
TRACK AIR ONE.

GROUP 3: FIREMEN ON WHIRLIES AND ASPHALT SPREADER OILERS; HEAVY
EQUIPMENT OILERS; TRUCK CRANES; MONIGANS; LARGE (OVER
65 TON RATE CAPACITY); CONCRETE PLANT OILER AND BLACK
TOP PLANT OILER.

GROUP 4: OILERS

GROUP 5: MASTER MECHANIC; OPERATORS ON EQUIPMENT WITH BOOMS,
INCLUDING JIBS, ONE HUNDRED FEET AND OVER; AND LESS
THAN 150 FEET.

GROUP 6: OPERATORS ON EQUIPMENT WITH BOOMS, INCLUDING JIBS, 150
FEET AND OVER, AND LESS THAN 200 FEET.

GROUP 7: OPERATORS ON EQUIPMENT WITH BOOMS, INCLUDING JIBS, 200
FEET AND OVER; TOWER CRANES AND WHIRLEY CRANES.

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IRON0046F 05/01/2002

| | Rates | Fringes |
|---|---|---|
| GREENE (N 1/2), MACOUPIN (N. OF SUMMERVILLE), & MONTGOMERY ( N. OF LITCHFIELD & HILLSBORO) COUNTIES | | |
| IRONWORKERS | 22.88 | 10.82 |

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IRON0392C 03/01/2003

| | Rates | Fringes |
|---|---|---|
| BOND, CALHOUN, CLINTON, GREENE (S 1/2), JERSEY, MACOUPIN (SUMMERVILLE & S. THEREOF), MADISON, MONROE, MONTGOMERY (LITCHFIELD, HILLSBORO, & S. THEREOF), ST. CLAIR, & WASHINGTON COUNTIES | | |
| IRONWORKER | 23.65 | 12.10 |

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IRON0396F 07/31/2002

| | Rates | Fringes |
|---|---|---|
| BRIDGES, LOCKS, & DAMS ON THE MISSISSIPPI RIVER | | |
| IRONWORKERS | 26.54 | 11.73 |

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LABO0044B 08/01/2002

| | Rates | Fringes |
|---|---|---|
| MADISON (COLLINSVILLE) COUNTY | | |
| LABORER | | |
| GROUP 1 | 19.00 | 12.05 |
| GROUP 2 | 19.25 | 12.05 |
| GROUP 3 | 19.50 | 12.05 |
| GROUP 4 | 20.00 | 12.05 |

LABORER CLASSIFICATIONS

GROUP 1 - General Laborers.

GROUP 2 - Work in Septic tanks, cess pools, or dry wells (old or new); All feeders, mixers and nozzle men on gunnite or sandblasting work; When handling creosoted material; Raking or luting asphalt; Burning or cutting with torch; Working on Bottom of Sewer Trenches on Final Grading, Laying or Caulking of performed sectional Sewer Pipe; High time (20 feet or over) where

exposed to an open fall; Operator of motor buggies; Any work performed in or on all types of cased wells; Cooking, mixing and applying of mastic such as sulfa-seal and/or other coal derivatives
GROUP 3 - Brick Mason and Plasterer Tenders.
GROUP 4 - Dynamite and Powder Men.

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LABO0100A 08/01/2002

| | Rates | Fringes |
|---|---|---|
| ST CLAIR (East St Louis & Vicinity) COUNTY | | |
| HEAVY CONSTRUCTION | | |
| GROUP 1 | 21.90 | 9.55 |
| GROUP 2 | 22.15 | 9.55 |
| GROUP 3 | 22.15 | 9.55 |
| GROUP 4 | 22.40 | 9.55 |
| GROUP 5 | 22.40 | 9.55 |
| GROUP 6 | 22.90 | 9.55 |

LABORER CLASSIFICATIONS
GROUP 1 - General Laborers
GROUP 2 - Gunnite or sandblasting work,working with cresote, burning and or cutting with a torch,work in cased wells
GROUP 3 - Work on bottom of serer trenches
GROUP 4 - Plasterer tender
GROUP 5 - Work on smoke stacks
GROUP 6 - Dynamite man

| | | |
|---|---|---|
| HIGHWAY CONSTRUCTION | | |
| GROUP 1 | 21.50 | 8.70 |
| GROUP 2 | 21.76 | 8.70 |
| GROUP 3 | 22.00 | 8.70 |
| GROUP 4 | 23.025 | 8.70 |

LABORER CLASSIFICATIONS
GROUP 1 - General Laborers.
GROUP 2 - Work on bottom of sewer trenches
GROUP 3 - Plasterer Tenders.
GROUP 4 - Dynamite Men.

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LABO0179E 08/01/2002

| | Rates | Fringes |
|---|---|---|
| MADISON (Edwardsville, Marine, Livingston) COUNTY: | | |
| GROUP 1 | 20.90 | 9.85 |
| GROUP 2 | 21.15 | 9.85 |
| GROUP 3 | 21.40 | 9.85 |
| GROUP 4 | 22.425 | 9.85 |

LABOREER CLASSIFICATIONS
GROUP 1 - General Laborers.
GROUP 2 - Work in Septic tanks, cess pools, or dry wells (old or new); All feeders, mixers and nozzle men on gunnite or sandblasting work; When handling creosoted material; Ranking or luting asphalt; Burning or cutting with torch; Working on Bottom of Sewer Trenches on Final Grading, Laying or Caulking or performed sectional Sewer Pipe; High time (20 feet or over) where exposed to an open fall; Operator of motor buggies; Any work performed in or on all types of cased wells; Cooking, mixing and applying of mastic such as sulfa-seal and/or other coal derivatives
GROUP 3 - Brick Mason and Plasterer Tenders.
GROUP 4 - Dynamite and Powder Men.

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LABO0196B 08/01/2002

| | Rates | Fringes |
|---|---|---|
| MONROE COUNTY | | |
| LABORER: | | |
| GROUP 1: | 20.00 | 11.05 |

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GROUP  2:                              20.25          11.05
GROUP  3:                              20.25          11.05
GROUP  4:                              21.00          11.05
         LABORER CLASSIFICATIONS
GROUP  1:  General Laborer
GROUP  2:  Work in septic tanks, cess pools, or dry wells (old or
new); All feeders, mixers and nozzle men on gunnite or
sandblasting work; When handling creosoted material; Raking or
luting asphalt; Burning or cutting with torch; Working on bottom
of sewer trenches on the final grading, laying or caulking of
performed sectional sewer pipe; High Time (20 feet or over) where
exposed to an open fall; Operator of motor buggies; Any work
performed in or on all types of cased wells; Cooking, mixing
and applying of mastic such as sulfa-seal and/or other coal
derivatives
GROUP 3 - Brick mason and Plasterer Tenders
GROUP 4 - Dynamite and Powder men
----------------------------------------------------------------
 LABO0197A  08/01/2002
                                     Rates           Fringes
ST. CLAIR (BELLEVILLE) COUNTY
HOD CARRIERS                           24.40           6.85
----------------------------------------------------------------
 LABO0218B  08/01/2002
                                     Rates           Fringes
BOND (Greeneville,CALHOUN (Hardin),GREENE (Roadhouse),JERSEY
(Jerseyville), AND MADISON (Alton) COUNTIES:
 GROUP  1                              21.00          10.05
 GROUP  2                              21.25          10.05
 GROUP  3                              21.50          10.05
 GROUP  4                              22.00          10.05
         LABORER CLASSIFICATIONS
GROUP 1 - General Laborers.
GROUP  2 - Work in Septic tanks, cess pools, or dry wells (old or
new); gunnite or sandblasting work; working with creosote,raking
or luting asphalt,burning or cutting with a torch,working on
bottom of sewer trenches, High time (20 feet or over) Operator of
motor buggies; work on cased wells; working with mastic or other
coal tar derivatives
GROUP 3 - Plasterer Tenders.
GROUP 4 - Dynamite Men.
----------------------------------------------------------------
 LABO0338D  08/01/2001
                                     Rates           Fringes
MADISON (Wood River) COUNTY:
GROUP 1                                20.30           9.50
GROUP 2                                20.55           9.50
GROUP 3                                20.80           9.50
GROUP 4                                21.825          9.50
         LABORER CLASSIFICATIONS
GROUP 1:  General Laborers
GROUP 2:  Work in septic tanks, Cess Pools, or Dry Wells (old or
new); Gunnite or sandblasting work; working with creosote,
Raking or luting asphalt; Burning or Cutting with Torch; Working
on bottom of sewer trenches,High time (20 feet or over) Operator
of motor buggies; work on cased wells; Working with mastic or
other coal tar derivative
GROUP 3:  Plasterer Tenders
GROUP 4:  Dynamite Men
----------------------------------------------------------------
 LABO0397C  08/01/2002
                                     Rates           Fringes
MADISON (GRANITE CITY & Vicinity) COUNTY
```

HEAVY CONSTRUCTION

| | | |
|---|---|---|
| GROUP 1 | 21.50 | 8.70 |
| GROUP 2 | 21.775 | 8.70 |
| GROUP 3 | 22.00 | 8.70 |
| GROUP 4 | 22.025 | 8.70 |
| GROUP 5 | 22.825 | 8.70 |

LABORER CLASSIFICATIONS

GROUP 1 - General Laborers
GROUP 2 - Cutting, burning and welding
GROUP 3 - Brick Mason Tenders and Plasterer Tenders
GROUP 4 - Oxygen lancing;
GROUP 5 - Dynamite men

HIGHWAY CONSTRUCTION

| | | |
|---|---|---|
| GROUP 1 | 21.90 | 9.55 |
| GROUP 2 | 21.15 | 9.55 |
| GROUP 3 | 21.40 | 9.55 |
| GROUP 4 | 21.90 | 9.55 |

LABORER CLASSIFICATIONS

GROUP 1 - General Laborers.
GROUP 2 - Cutting, burning and welding
GROUP 3 - Brick Mason and Plasterer Tenders.
GROUP 4 - Dynamite Men.

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LABO0454B 08/01/2002

| | Rates | Fringes |
|---|---|---|
| ST. CLAIR (EAST ST. LOUIS) COUNTY: | | |
| HOD CARRIERS | 26.55 | 5.00 |

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LABO0459B 08/01/2002

| | Rates | Fringes |
|---|---|---|
| ST. CLAIR (BELLEVILLE, FREEBURG, NEW ATHENS & VICINITY)& WASHINGTON (NASHVILLE & ASHLEY) COUNTIES: | | |
| LABORER | | |
| GROUP 1 | 20.30 | 10.75 |
| GROUP 2 | 20.55 | 10.75 |
| GROUP 3 | 20.80 | 10.75 |
| GROUP 4 | 21.30 | 10.75 |

LABORER CLASSIFICATION

GROUP 1 - General Laborers.
GROUP 2 - Work in Septic tanks, cess pools, or dry wells (old or new); gunnite or sandblasting work; Working with creosote Raking or luting asphalt; Burning or cutting with torch; Working on Bottom of Sewer Trenches, High time (20 feet or over) Operator of motor buggies; work on cased wells; Working with mastic or other coal tar derivatives
GROUP 3 - Brick Mason and Plasterer Tenders.
GROUP 4 - Dynamite Men.

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LABO0474A 08/01/2002

| | Rates | Fringes |
|---|---|---|
| MADISON (GLEN CARBON) COUNTY: | | |
| GROUP 1 | 20.10 | 10.65 |
| GROUP 2 | 20.35 | 10.65 |
| GROUP 3 | 20.60 | 10.65 |
| GROUP 4 | 21.625 | 10.65 |

LABORERS CLASSIFICATIONS

GROUP 1 - General Laborers.
GROUP 2 - Work in Septic tanks, cess pools, or dry wells (old or new); All feeders, mixers and nozzle men on gunnite or sandblasting work; When handling creosoted material; Raking or luting asphalt; Burning or cutting with torch; Working on Bottom of Sewer Trenches on Final Grading, Laying or Caulking of performed sectional Sewer Pipe; High time (20 feet or over) where

exposed to an open fall; Operator of motor buggies; Any work performed in or on all types of cased wells; Cooking, mixing and applying of mastic such as sulfa-seal and/or other coal derivatives
GROUP 3 - Brick Mason and Plasterer Tenders.
GROUP 4 - Dynamite and Powder Men.

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LABO0581B 08/01/2002

| | Rates | Fringes |
|---|---|---|
| CLINTON (CARLYLE) COUNTY | | |
| GROUP 1 | 21.15 | 9.60 |
| GROUP 2 | 21.40 | 9.60 |
| GROUP 3 | 21.65 | 9.60 |
| GROUP 4 | 22.675 | 9.60 |

LABORER CLASSIFICATIONS
GROUP 1 - General Laborers.
GROUP 2 - Work in Septic tanks, cess pools, or dry wells (old or new); All feeders, mixers and nozzle men on gunnite or sandblasting work; When handling creosoted material; Raking or luting asphalt; Burning or cutting with torch; Working on Bottom of Sewer Trenches on Final Grading, Laying or Caulking of performed sectional Sewer Pipe; High time (20 feet or over) where exposed to an open fall; Operator of motor buggies; Any work performed in or on all types of cased wells; Cooking, mixing and applying of mastic such as sulfa-seal and/or other coal derivatives
GROUP 3 - Brick Mason and Plasterer Tenders.
GROUP 4 - Dynamite and Powder Men.

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LABO0622B 08/01/2002

| | Rates | Fringes |
|---|---|---|
| BOND (Greenville) COUNTY: | | |
| GROUP 1 | 22.15 | 9.00 |
| GROUP 2 | 22.30 | 9.00 |
| GROUP 3 | 22.55 | 9.00 |
| GROUP 4 | 23.05 | 9.00 |

LABORER CLASSIFICATIONS
GROUP 1 - General Laborers.
GROUP 2 - Work in Septic tanks, cess pools, or dry wells (old or new); All feeders, mixers and nozzle men on gunnite or sandblasting work; When handling creosoted material; Raking or luting asphalt; Burning or cutting with torch; Working on Bottom of Sewer Trenches on Final Grading, Laying or Caulking of performed sectional Sewer Pipe; High time (20 feet or over) where exposed to an open fall; Operator of motor buggies; Any work performed in or on all types of cased wells; Cooking, mixing and applying of mastic such as sulfa-seal and/or other coal derivatives
GROUP 3 - Brick Mason and Plasterer Tenders.
GROUP 4 - Dynamite and Powder Men.

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LABO0646B 08/01/2002

| | Rates | Fringes |
|---|---|---|
| JERSEY (Jerseyville) COUNTY: | | |
| GROUP 1 | 21.00 | 10.05 |
| GROUP 2 | 21.25 | 10.05 |
| GROUP 3 | 21.50 | 10.05 |
| GROUP 4 | 22.00 | 10.05 |

LABORER CLASSIFICATIONS
GROUP 1 - General Laborers.
GROUP 2 - Work in Septic tanks, cess pools, or dry wells (old or new); All feeders, mixers and nozzle men on gunnite or sandblasting work; When handling creosoted material; Raking or

luting asphalt; Burning or cutting with torch; Working on Bottom of Sewer Trenches on Final Grading, Laying or Caulking of performed sectional Sewer Pipe; High time (20 feet or over) where exposed to an open fall; Operator of motor buggies; Any work performed in or on all types of cased wells; Cooking, mixing and applying of mastic such as sulfa-seal and/or other coal derivatives
GROUP 3 - Brick Mason and Plasterer Tenders.
GROUP 4 - Dynamite and Powder Men.

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LABO0670A 08/01/2001

| | Rates | Fringes |
|---|---|---|
| ST CLAIR (O'Fallon, Scott Air Force Base, Shiloh, Lebanon & Vincinity),CLINTON (Trenton & Vicinity), and MADISON (Troy) COUNTIES | | |
| HEAVY CONSTRUCTION | | |
| GROUP 1 | 21.70 | 8.50 |
| GROUP 2 | 21.95 | 8.50 |
| GROUP 3 | 22.20 | 8.50 |
| GROUP 4 | 22.55 | 8.50 |

LABORER CLASSIFICATIONS
GROUP 1 - General Laborers
GROUP 2 - Workmen on bottom of sewer trenches; Burning or cutting torches; Working with mastic,Working with creosote or other harmful materials,using chain saws; High time (25 feet or over)
GROUP 3 - Brick mason and plasterer tenders
GROUP 4 - Dynamite men

| | | |
|---|---|---|
| HIGHWAY CONSTRUCTION | | |
| GROUP 1 | 21.70 | 8.50 |
| GROUP 2 | 21.95 | 8.50 |
| GROUP 3 | 22.20 | 8.50 |
| GROUP 4 | 22.55 | 8.50 |

LABORER CLASSIFICATIONS
GROUP 1 - General Laborers.
GROUP 2 - Working on Bottom of Sewer Trenches;using burning or cutting torches; working with mastic; working with creosote or other harmful material; using chain saws; high work of 25+ feet.
GROUP 3 - Brick Mason Tenders and Plasterer Tenders.
GROUP 4 - Dynamite Men.

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LABO0674A 08/01/2002

| | Rates | Fringes |
|---|---|---|
| MADISON (St. Jacob) COUNTY: | | |
| GROUP 1 | 29.45 | 1.60 |
| GROUP 2 | 29.70 | 1.60 |
| GROUP 3 | 29.95 | 1.60 |
| GROUP 4 | 29.45 | 1.60 |

LABORER CLASSIFICATIONS
GROUP 1 - General Laborers.
GROUP 2 - Work in Septic tanks, cess pools, or dry wells (old or new); All feeders, mixers and nozzle men on gunnite or sandblasting work; When handling creosoted material; Raking or luting asphalt; Burning or cutting with torch; Working on Bottom of Sewer Trenches on Final Grading, Laying or Caulking of performed sectional Sewer Pipe; High time (20 feet or over) where exposed to an open fall; Operator of motor buggies; Any work performed in or on all types of cased wells; Cooking, mixing and applying of mastic such as sulfa-seal and/or other coal derivatives
GROUP 3 - Brick Mason and Plasterer Tenders.
GROUP 4 - Dynamite and Powder Men.

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LABO0677A 08/01/2002

| | Rates | Fringes |
|---|---|---|
| BOND (Pocahontas) COUNTY: | | |
| LABORERS | | |
| GROUP 1 | 24.20 | 6.85 |
| GROUP 2 | 24.45 | 6.85 |
| GROUP 3 | 24.70 | 6.85 |
| GROUP 4 | 25.20 | 6.85 |

LABORERS CLASSIFICATIONS

GROUP 1: General Laborers.
GROUP 2: Work in Septic tanks, cess pools, or dry wells (old or new); All feeders, mixers and nozzle men on gunnite or sandblasting work; When handling creosoted material; Raking or luting asphalt; Burning or cutting with torch; Working on Bottom of Sewer Trenches on Final Grading, Laying or Caulking of performed sectional Sewer Pipe; High time (20 feet or over) where exposed to an open fall; Operator of motor buggies; Any work performed in or on all types of cased wells; Cooking, mixing and applying of mastic such as sulfa-seal and/or other coal derivatives
GROUP 3: Brick Mason Tenders and Plasterer Tenders.
GROUP 4: Dynamite and Powder Men.

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LABO0680A 08/01/2002

| | Rates | Fringes |
|---|---|---|
| MADISON (Highland) COUNTY: | | |
| GROUP 1 | 20.50 | 10.25 |
| GROUP 2 | 20.75 | 10.25 |
| GROUP 3 | 21.00 | 10.25 |
| GROUP 4 | 22.025 | 10.25 |

LABORER CLASSIFICATIONS

GROUP 1 - General Laborers.
GROUP 2 - Work in Septic tanks, cess pools, or dry wells (old or new); All feeders, mixers and nozzle men on gunnite or sandblasting work; When handling creosoted material; Raking or luting asphalt; Burning or cutting with torch; Working on Bottom of Sewer Trenches on Final Grading, Laying or Caulking of performed sectional Sewer Pipe; High time (20 feet or over) where exposed to an open fall; Operator of motor buggies; Any work performed in or on all types of cased wells; Cooking, mixing and applying of mastic such as sulfa-seal and/or other coal derivatives
GROUP 3 - Brick Mason and Plasterer Tenders.
GROUP 4 - Dynamite and Powder Men.

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LABO0742A 08/01/2001

| | Rates | Fringes |
|---|---|---|
| ST. CLAIR (MASCOUTAH) & CLINTON (NEW BADEN) COUNTIES | | |
| LABORER | | |
| GROUP 1: | 20.45 | 9.75 |
| GROUP 2: | 20.70 | 9.75 |
| GROUP 3: | 20.95 | 9.75 |
| GROUP 4: | 21.30 | 9.75 |

LABORER CLASSIFICATIONS

GROUP 1: General Laborers.
GROUP 2: Work in septic tanks, cess pools, or dry wells (old or new); All feeders, mixers and nozzle men on gunnite or sandblasting work; When handling creosoted material; Raking or luting asphalt; Burning or cutting with torch; Working on bottom of sewer trenches on the final grading, laying or caulking of perpformed sectional sewer pipe; High time (20 feet or over) where exposed to an open fall; Operator of motor buggies; Any work performed in or on all types of cased wells; Cooking, mixing

and applying of mastic such as sulfa-seal and/or other coal derivatives.
GROUP 3: Brick mason and plasterer tenders
GROUP 4: Dynamite and powder men.

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LABO0835A 08/01/2002

| | Rates | Fringes |
|---|---|---|
| GREENE (Roadhouse) COUNTY: | | |
| LABORER HEAVY CONSTRUCTION | | |
| GROUP 1 | 21.00 | 10.05 |
| GROUP 2 | 21.25 | 10.05 |
| GROUP 3 | 21.50 | 10.05 |
| GROUP 4 | 22.00 | 10.05 |

LABORER CLASSFICATIONS
GROUP 1 - General Laborers.
GROUP 2 - Work in Septic tanks, cess pools, or dry wells (old or new); All feeders, mixers and nozzle men on gunnite or sandblasting work; When handling creosoted material; Raking or luting asphalt; Burning or cutting with torch; Working on Bottom of Sewer Trenches on Final Grading, Laying or Caulking of performed sectional Sewer Pipe; High time (20 feet or over) where exposed to an open fall; Operator of motor buggies; Any work performed in or on all types of cased wells; Cooking, mixing and applying of mastic such as sulfa-seal and/or other coal derivatoves
GROUP 3 - Brick Mason and Plasterer Tenders.
GROUP 4 - Dynamite and Powder Men.

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LABO0950A 08/01/2002

| | Rates | Fringes |
|---|---|---|
| MACOUPIN (Carlinville, Gillespie, Mt. Olive, Shipman & Staunton) COUNTY: | | |
| LABORER: | | |
| GROUP 1: | 18.40 | 12.65 |
| GROUP 2: | 18.65 | 12.65 |
| GROUP 3: | 18.90 | 12.65 |
| GROUP 4: | 19.005 | 12.65 |

LABORERS CLASSIFICATIONS
GROUP 1: General Laborers.
GROUP 2: Work in septic tanks, cess pools, or dry wells (old or new); All feeders, mixers and nozzle men on gunnite or sandblasting work; When handling creosoted material; Raking or luting asphalt; Burning or cutting with torch; Working on bottom of sewer trenches on the final grading, laying or caulking of performed sectional sewer pipe; High time (20 feet or over) where exposed to an open fall; Operator of motor buggies; Any work performed in or on all types of cased wells; Cooking, mixing and applying of mastic such as sulfa-seal and/or other coal derivatives.
GROUP 3: Brick mason and plasterer tenders.
GROUP 4: Dynamite and powder men.

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LABO0968A 08/01/1997

| | Rates | Fringes |
|---|---|---|
| CALHOUN (Hardin) COUNTY | | |
| GROUP 1 | 25.80 | .60 |
| GROUP 2 | 26.05 | .60 |
| GROUP 3 | 26.30 | .60 |
| GROUP 4 | 27.325 | .60 |

LABORERS CLASSIFICATIONS
GROUP 1 - General Laborers.
GROUP 2 - Work in Septic tanks, cess pools, or dry wells (old or new); All feeders, mixers and nozzle men on gunnite or

sandblasting work; When handling creosoted material; Ranking or luting asphalt; Burning or cutting with torch; Working on Bottom of Sewer Trenches on Final Grading, Laying or Caulking or performed sectional Sewer Pipe; High time (20 feet or over) where exposed to an open fall; Operator of motor buggies; Any work performed in or on all types of cased wells; Cooking, mixing and applying of mastic such as sulfa-seal and/or other coal derivatives
GROUP 3 - Brick Mason and Plasterer Tenders.
GROUP 4 - Dynamite and Powder Men.

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LABO1084A 08/01/2002

| | Rates | Fringes |
|---|---|---|
| MONTGOMERY AND BOND (Sorento) COUNTIES: | | |
| LABORER: | | |
| GROUP 1 | 22.05 | 9.00 |
| GROUP 2 | 22.30 | 9.00 |
| GROUP 3 | 22.55 | 9.00 |
| GROUP 4 | 23.05 | 9.00 |

LABORER CLASSIFICATIONS
GROUP 1: General Laborer
GROUP 2: Work in septic tanks, cess pools, or dry wells (old or new); All feeders, mixers and nozzle men on gunnite or sandblasting work; When handling creosoted material; Raking or luting asphalt; Burning or cutting with torch; Working on bottom of sewer trenches on the final grading, laying or caulking of performed sectional sewer pipe; High time (20 feet or over) where exposed to an open fall; Operator of motor buggies; Any work performed in or on all types of cased wells; cooking, mixing and applying of mastic such as sulfa-seal and/or other coal derivatives.
GROUP 3: Brick mason and plasterer tenders.
GROUP 4: Dynamite and powder men.

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PAIN0058B 05/01/2000

| | Rates | Fringes |
|---|---|---|
| BOND, CALHOUN, CLINTON, GREENE, JERSEY, MACOUPIN, MADISON, MONROE, MONTGOMERY, ST. CLAIR, & WASHINGTON COUNTIES | | |
| INDUSTRIAL: | | |
| BRUSH | 23.02 | 6.60 |
| SPRAYING BLASTING | | |
| STEAM CLEANING | 25.02 | 6.60 |

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PAIN0058C 05/01/2000

| | Rates | Fringes |
|---|---|---|
| BOND, CALHOUN, CLINTON, GREENE, JERSEY, MACOUPIN, MADISON, MONROE, MONTGOMERY, ST. CLAIR, & WASHINGTON COUNTIES | | |
| BRIDGES: | | |
| BRUSH | 23.02 | 6.60 |
| SPRAY + BLAST | 25.02 | 6.60 |

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PLAS0090A 08/01/2002

| | Rates | Fringes |
|---|---|---|
| BOND, CALHOUN, CLINTON (W 1/2, EAST TO BUT NOT INCL. CARYLE), GREENE, JERSEY, MACOUPIN, MADISON, MONROE, MONTGOMERY, & ST. CLAIR COUNTIES: | | |
| CEMENT MASONS | 24.10 | 10.90 |

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PLAS0143G 08/01/2001

| | Rates | Fringes |
|---|---|---|
| WASHINGTON COUNTY: | | |
| CEMENT MASONS | 28.80 | 4,85 |

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PLAS0667A 04/01/1993

| | Rates | Fringes |
|---|---|---|
| CLINTON (E 1/2 INCLUDING CARYLE) COUNTY | | |
| CEMENT MASONS | 19.75 | 2.25 |

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TEAM0001I 05/01/2002

| | Rates | Fringes |
|---|---|---|
| TRUCK DRIVERS: | | |
| GROUP 1 | 23.62 | 5.00+A |
| GROUP 2 | 24.02 | 5.00+A |
| GROUP 3 | 24.22 | 5.00+A |
| GROUP 4 | 24.47 | 5.00+A |
| GROUP 5 | 25.22 | 5.00+A |

FOOTNOTE FOR TRUCK DRIVERS:
A: $91.00 per week

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Drivers on 2 Axle Trucks Hauling Less Than 9 Tons. Air Compressor and Welding Machines & Brooms, Including Those Pulled by Separate Units, Warehousemen, Greasers & Tiremen, Pickup Trucks When Hauling Material, Tools, or Men to and from & on the Job Site, & Fork Lifts up to 6,000 LB. Capacity.
GROUP 2: Two or Three Axle Trucks Hauling more than 9 tons But Hauling less than 16 Ton, A-Frame Winch Trucks, Hydrolift Trucks, or Similar Equipment When Used For Transportation Purposes. Fork Lifts over 6,000 LB. Capacity, Winch Trucks, & Four Axle Combination Units.
GROUP 3: Two, Three or Four Axle Trucks Hauling 16 tons or more, Drivers on Water Pulls. Five Axle or more Combination Units.
GROUP 4: Lowboy & Oil Distributors.
GROUP 5: Drivers who require special protective clothing while employed on hazardous waste work.

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

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

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

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:
* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

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

of Construction Wage Determinations. Write to:

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

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

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

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

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

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

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

END OF GENERAL DECISION

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**General Decision Number: MO030001 06/13/2003**

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 General Decision Number: MO030001  06/13/2003
 Superseded General Decision No. MO020001
 State: Missouri
 Construction Type:
 HEAVY
 HIGHWAY
 County(ies):
 STATEWIDE
 HEAVY AND HIGHWAY CONSTRUCTION PROJECTS
 Modification Number     Publication Date
             0             06/13/2003
COUNTY(ies):
STATEWIDE
 CARP0007M  04/01/2001
                                     Rates           Fringes
CASS (Richards-Gebauer AFB ONLY), CLAY, JACKSON,
PLATTE AND RAY COUNTIES
CARPENTERS & PILEDRIVERS              25.50           6.88
-----------------------------------------------------------------
 CARP0008C  05/01/2002
                                     Rates           Fringes
ST. LOUIS COUNTY AND CITY
CARPENTERS                            28.64           6.83
-----------------------------------------------------------------
 CARP0011A  05/01/2002
                                     Rates           Fringes
CARPENTERS & PILEDRIVERS:
JEFFERSON AND ST. CHARLES COUNTIES    28.44           6.56
FRANKLIN COUNTY                       25.93           6.56
WARREN COUNTY                         25.93           6.56
LINCOLN COUNTY                        25.54           6.56
PIKE, ST. FRANCOIS AND WASHINGTON
 COUNTIES                             24.59           6.56
BUCHANAN, CLINTON, JOHNSON
 AND LAFAYETTE COUNTIES               23.18           6.74
ATCHISON, ANDREW, BATES, CALDWELL,
 CARROLL, DAVIESS, DEKALB, GENTRY,
 GRUNDY, HARRISON, HENRY, HOLT,
 LIVINGSTON, MERCER, NODAWAY,
 ST. CLAIR, SALINE AND WORTH
 COUNTIES                             22.53           6.74
BARRY, BARTON, CAMDEN, CEDAR,
 CHRISTIAN, DADE, DALLAS, DOUGLAS,
 GREENE, HICKORY, JASPER, LACLEDE,
 LAWRENCE, MCDONALD, NEWTON, OZARK,
 POLK, STONE, TANEY, VERNON, WEBSTER
 AND WRIGHT COUNTIES                  22.18           6.74
CRAWFORD, DENT, GASCONADE, IRON,
 MADISON, MARIES, MONTGOMERY, PHELPS,
 PULASKI, REYNOLDS, SHANNON, AND
 TEXAS COUNTIES                       23.88           6.56
AUDRAIN (East of Hwy.19) RALLS,MARION,
 LEWIS, CLARK AND SCOTLAND COUNTIES   24.03           6.56
BENTON, MORGAN AND PETTIS COUNTIES    22.33           6.99
AUDRAIN (West of Hwy 19), BOONE,
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 COOPER, HOWARD                        23.63           6.99
CALLAWAY,COLE,MILLER,MONITEAU,OSAGE   23.63           6.99
ADAIR, KNOX, PUTNAM, SCHUYLER AND
  SULLIVAN COUNTIES                    23.63           6.99
CHARITON, LINN, MACON,MONROE,
  RANDOLPH AND SHELBY COUNTIES         23.63           6.99
BOLLINGER, BUTLER, CAPE GIRARDEAU,
 DUNKLIN, MISSISSIPPI, NEW MADRID,
 PEMISCOT, PERRY, STE. GENEVIEVE,
 SCOTT, STODDARD AND WAYNE COUNTIES   24.31           6.18
CARTER, HOWELL, OREGON AND
 RIPLEY COUNTIES                       23.39           6.18
-----------------------------------------------------------------
 ELEC0001B  06/01/2002
                                     Rates           Fringes
BOLLINGER, BUTLER, CAPE GIRARDEAU, CARTER, DUNKLIN, FRANKLIN,
IRON, JEFFERSON, LINCOLN, MADISON, MISSISSIPPI, NEW MADRID,
PEMISCOT, PERRY,REYNOLDS, RIPLEY, ST. CHARLES, ST. FRANCOIS,
ST. LOUIS (City and County), STE. GENEVIEVE, SCOTT, STODDARD,
WARREN, WASHINGTON AND WAYNE COUNTIES
 ELECTRICIANS                          29.20           15.64
-----------------------------------------------------------------
 ELEC0002D  09/02/2001
                                     Rates           Fringes
ADAIR, AUDRAIN, BOONE, CALLAWAY, CAMDEN, CARTER, CHARITON, CLARK,
COLE, COOPER, CRAWFORD, DENT, FRANKLIN,  GASCONADE, HOWARD,
HOWELL, IRON, JEFFERSON, KNOX, LEWIS, LINCON, LINN, MACON,
MARIES, MARION, MILLER, MONITEAU, MONROE, MONTGOMERY, MORGAN,
OREGON, OSAGE, PERRY, PHELPS, PIKE, PULASKI, PUTNAM, RALLS,
RANDOLPH, REYNOLDS, RIPLEY, ST. CHARLES, ST. FRANCOIS, ST.
LOUIS (City and County), STE. GENEVIEVE, SCHUYLER, SCOTLAND,
SHANNON, SHELBY, SULLIVAN, TEXAS, WARREN  AND WASHINGTON
COUNTIES.
LINE CONSTRUCTION:
 Lineman & Cable Splicer               27.48           42% + 2.10
 Groundman Equipment Operator          24.60           42% + 2.10
 Groundman Winch Driver                20.22           42% + 2.10
 Groundman, Groundman Driver           19.47           42% + 2.10
-----------------------------------------------------------------
 ELEC0053F  08/27/2000
                                     Rates           Fringes
BATES, BENTON, CARROLL, CASS, CLAY, HENRY, JACKSON, JOHNSON,
LAFAYETTE, PETTIS, PLATTE, RAY, AND SALINE COUNTIES.
 LINE CONSTRUCTION:
  Lineman                              27.80            9.99
  Lineman Operator                     25.97            9.46
  Groundman Powderman                  19.45            7.59
  Groundman                            18.49            7.31
ANDREW, ATCHINSON, BARRY, BARTON, BUCHANAN, CALDWELL, CEDAR,
CHRISTIAN, CLINTON, DADE, DALLAS, DAVIESS, DE KALB, DOUGLAS,
GENTRY, GREENE, GRUNDY, HARRISON, HICKORY, HOLT, JASPER, LACLEDE,
LAWRENCE, LIVINGSTON, McDONALD, MERCER, NEWTON, NODAWAY, OZARK,
POLK, ST. CLAIR, STONE, TANEY, VERNON, WEBSTER, WORTH, AND
WRIGHT COUNTIES.
 LINE CONSTRUCTION:
  Lineman                              26.75            9.69
  Lineman Operator                     25.41            9.30
  Groundman Powderman                  18.69            7.37
  Groundman                            17.30            6.98
-----------------------------------------------------------------
 ELEC0095C  06/01/2001
                                     Rates           Fringes
BARRY, BARTON, CEDAR, CRAWFORD, DADE, JASPER, LAWRENCE, MCDONALD,
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NEWTON, ST CLAIR, AND VERNON COUNTIES
ELECTRICIANS:

| | Rates | Fringes |
|---|---|---|
| Electricians | 20.51 | 5.68 |
| Cable Splicers | 20.86 | 5.68 |

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ELEC0124I 08/26/2002

| | Rates | Fringes |
|---|---|---|
| BATES, BENTON, CARROLL, CASS, CLAY, COOPER, HENRY, JACKSON, JOHNSON, LAFAYETTE, MORGAN, PETTIS, PLATTE, RAY AND SALINE COUNTIES: | | |
| ELECTRICIANS | 30.73 | 12.37 |

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ELEC0257C 03/01/2002

| | Rates | Fringes |
|---|---|---|
| AUDRAIN (Except, Cuivre Township), BOONE, CALLAWAY, CAMDEN, CHARITON, COLE, CRAWFORD, DENT, GASCONADE, HOWARD, MARIES, MILLER, MONITEAU, OSAGE, PHELPS AND RANDOLPH COUNTIES: | | |
| Electricians | 22.50 | 11.395 |
| Cable Splicers | 23.50 | 11.395 |

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ELEC0350B 12/01/2002

| | Rates | Fringes |
|---|---|---|
| ADAIR, AUDRAIN (East of Highway 19), CLARK, KNOX, LEWIS, LINN, MACON, MARION, MONROE, MONTGOMERY, PIKE, PUTNAM, RALLS, SCHUYLER, SCOTLAND, SHELBY AND SULLIVAN COUNTIES | | |
| ELECTRICIANS | 24.25 | 10.241 |

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ELEC0453D 09/01/2001

| | Rates | Fringes |
|---|---|---|
| CHRISTIAN, DALLAS, DOUGLAS, GREENE, HICKORY,HOWELL, LACLEDE, OREGON, OZARK,POLK,SHANNON, WEBSTER AND WRIGHT COUNTIES | | |
| ELECTRICIANS | 20.85 | 5.37+10% |
| PULASKI AND TEXAS COUNTIES | | |
| ELECTRICIANS | 25.50 | 5.37+10% |
| STONE AND TANEY COUNTIES | | |
| ELECTRICIANS | 14.45 | 4.97+10% |

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ELEC0545D 06/01/2002

| | Rates | Fringes |
|---|---|---|
| ANDREW, BUCHANAN, CLINTON, DEKALB, ATCHISON, HOLT, MERCER, GENTRY, HARRISON, DAVIESS, GRUNDY, WORTH, LIVINGSTON, NODAWAY, AND CALDWELL COUNTIES | | |
| ELECTRICANS | 26.35 | 9.54 |

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ELEC0702D 01/01/2002

| | Rates | Fringes |
|---|---|---|
| BOLLINGER, BUTLER, CAPE GIRARDEAU, DUNKLIN, MADISON, MISSISSIPPI, NEW MADRID, PEMISCOT, SCOTT, STODDARD AND WAYNE COUNTIES | | |
| LINE CONSTRUCTION: | | |
| Lineman | 28.68 | 2.45+25.5% |
| Groundman Equipment Operator (all crawler type equipment D-4 and larger) | 24.48 | 2.45+25.5% |
| Groundman - Class A | 17.07 | 2.45+25.5% |

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ENGI0101A 05/01/2003

| | Rates | Fringes |
|---|---|---|
| ANDREW, ATCHISON, BATES, BENTON, BUCHANAN, CALDWELL, CARROLL, CASS, CHARITON,CLINTON,COOPER, DAVIESS, DEKALB, GENTRY, GRUNDY, HARRISON, HENRY, HOLT,HOWARD, JOHNSON, LAFAYETTE,LINN,LIVINGSTON, MERCER, NODAWAY, PETTIS,SALINE, SULLIVAN AND WORTH COUNTIES | | |
| POWER EQUIPMENT OPERATORS | | |
| GROUP 1 | 23.15 | 9.30 |

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  GROUP 2                              22.75           9.30
  GROUP 3                              20.75           9.30
POWER EQUIPMENT OPERATORS CLASSIFICATIONS
GROUP 1:  Asphalt roller operator, finish; asphalt paver and
spreader; asphalt plant operator; auto grader or trimmer or
sub-grader; backhoe; blade operator (all types); boilers - 2;
booster pump on dredge; bulldozer operator; boring machine
(truck or crane mounted); clamshell operator; concrete mixer
paver; concrete plant operator; concrete pump operator; crane
operator; derrick or derrick trucks; ditching machine; dragline
operator; dredge engineman; dredge operator; drill cat with
compressor mounted (self-contained) or similar type self-
propelled rotary drill (not air tract); drilling or boring
machine (rotary-self-propelled); finishing machine operator;
greaser; high loader-fork lift-skid loader (all types);
hoisting engineer (2 active drums); locomotive operator
(standard guage); mechanics and welders (field and plants);
mucking machine operator; pile drive operator; pitman crane or
boom truck (all types); push cat; quad track; scraper operators
(all types); shovel operator; sideboom cats; side discharge
spreader; skimmer scoop operators; slip form paver operator (CMI,
Rex, Gomeco or equal); la tourneau rooter (all tiller types); tow
boat operator; truck crane; wood and log chippers (all types).
GROUP 2:  A-frame truck operator; articulated dump truck; back
filler operator; boilers (1); chip spreader; churn drill
operator; compressor; concrete mixer operator, skip loader;
concrete saws (self-propelled); conveyor operator; crusher
operator; distributor operator; elevating grader operator;
farm tractor (all attachments); fireman rig; float operator; form
grade operator; hoisting engine (one drum); maintenance operator;
multiple compactor; pavement breaker, self-propelled hydra-hammer
(or similar type); paymill operator; power shield; pumps; roller
operator (with or without blades); screening and washing plant;
self-propelled street broom or sweeper; siphons and jets; straw
blower; stump cutting machine; siphons and jets; tank car heater
operator (combination boiler and booster); welding machine;
vibrating machine operator (not hand held); welding machine.
GROUP 3:  Oiler; oiler driver; mechanic.
 HOURLY PREMIUMS:
  THE FOLLOWING CLASSIFICATIONS SHALL RECEIVE ($ .25) ABOVE
  GROUP 1 RATE:  Dragline operator - 3 yds. & over; shovel
  3 yds. & over; clamshell 3 yds. & over;  Crane, rigs or
  piledrivers, 100' of boom or over (incl. jib.), hoist - each
  additional active drum over 2 drums
  THE  FOLLOWING CLASSIFICATIONS SHALL RECEIVE ($ .50) ABOVE
  GROUP 1 RATE:  Tandem scoop operator; crane, rigs or
  piledrivers 150' to 200' of boom (incl. jib.)
  THE  FOLLOWING CLASSIFICATIONS SHALL RECEIVE ($ .75) ABOVE
  GROUP 1 RATE:  Crane rigs, or piledrivers 200 ft. of boom or
  over (including jib.)
-----------------------------------------------------------------
 ENGI0101E  04/01/2003
                                     Rates           Fringes
CASS, CLAY, JACKSON,PLATTE AND RAY COUNTIES
 POWER EQUIPMENT OPERATORS:
  GROUP 1                              24.69           9.57
  GROUP 2                              23.65           9.57
  GROUP 3                              19.18           9.57
  GROUP 4                              22.53           9.57
POWER EQUIPMENT OPERATORS CLASSIFICATIONS
 GROUP 1:  Asphalt roller operator, finish; asphalt paver and
 spreader; asphalt plant operator; auto grader or trimmer
 or sub-grader; backhoe; blade operator (all types); boilers-2;
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booster pump on dredge; boring machine (truck or crane mounted); bulldozer operator; clamshell operator; concrete cleaning decontamination machine operator; concrete mixer paver; concrete plant operator; concrete pump operator; crane operator; derrick or derrick trucks; ditching machine; dragline operator; dredge engineman; dredge operator; drillcat with compressor mounted (self-contained) or similar type self propelled rotary drill (not air tract); drilling or boring machine (rotary - self-propelled); finishing machine operator; greaser; heavy equipment robotics operator/mechanic; horizontal directional drill operator; horizontal directional drill locator; loader-forklift - skid loader (all types); hoisting engineer (2 active drums); locomotive operator (standard guage); master environmental maintenance mechanic; mechanics and welders (field and plants); mucking machine operator; piledrive operator; pitman crane or boom truck (all types); push cat; quad-track; scraper operators (all types); shovel operator; side discharge spreader; sideboom cats; skimmer scoop operator; slip-form paver (CMI, REX, Gomaco or equal); la tourneau rooter (all tiller types); tow boat operator; truck crane; ultra high perssure waterjet cutting tool system operator/mechanic; vacuum blasting machine operator/mechanic; wood and log chippers (all types)

GROUP 2: "A" Frame truck operator; articulated dump truck; back filler operator; boilers (1); chip spreader; churn drill operator; concrete mixer operator, skip loader; concrete saws (self-propelled); conveyor operator; crusher operator; distributor operator; elevating grader operator; farm tractor (all attachments); fireman rig; float operator; form grader operator; hoisting engine (1 drum); maintenance operator; multiple compactor; pavement breaker, self-propelled hydra-hammer (or similar type); power shield; paymill operator; pumps; siphons and jets; stump cutting machine; tank car heater operator (combination boiler and booster); compressor; roller operator (with or without blades); screening and washing plant; self-propelled street broom or sweeper; straw blower; tank car heater operator (combination boiler and booster); vibrating machine operator (not hand held)

GROUP 3: Oilers

GROUP 4: Oiler Driver (All Types)

FOOTNOTE:

HOURLY PREMIUMS

FOLLOWING CLASSIFICATIONS SHALL RECEIVE ($.25) ABOVE GROUP 1 RATE: Clamshells - 3 yd. capacity or over; Cranes or rigs, 80 ft. of boom or over (including jib); Draglines, 3 yd. capacity or over; Piledrivers 80 ft. of boom or over (including jib); Shovels & backhoes, 3 yd. capacity or over.

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ENGI0101J 05/01/2003

| | Rates | Fringes |
|---|---|---|
| BARRY, BARTON, CAMDEN, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, JASPER, LAWRENCE, HICKORY, LACLEDE, MCDONALD, NEWTON, OZARK, POLK, ST. CLAIR, STONE, TANEY, VERNON, WEBSTER AND WRIGHT COUNTIES and CITY OF SPRINGFIELD | | |
| POWER EQUIPMENT OPERATORS | | |
| GROUP 1 | 20.92 | 7.45 |
| GROUP 2 | 20.57 | 7.45 |
| GROUP 3 | 20.37 | 7.45 |
| GROUP 4 | 18.32 | 7.45 |

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt finishing machine & trench widening spreader; asphalt plant console operator; autograder; automatic slipform paver; backhoe; blade operator - all types; boat operator -

tow; boilers-2; central mix concrete plant operator; clamshell operator; concrete mixer paver; crane operator; derrick or derrick trucks; ditching machine; dozer operator; dragline operator; dredge booster pump; dredge engineman; dredge operator; drill cat with compressor mounted on cat; drilling or boring machine rotary self-propelled; highloader; hoisting engine - 2 active drums; launch hammer wheel; locomotive operator; - standard guage; mechanic and welders; mucking machine; off-road trucks; piledriver operator; pitman crane operator; push cat operator; quad trac; scoop operator - all types; shovel operator; sideboom cats; skimmer scoop operators; trenching machine operator; truck crane.
GROUP 2: A-frame; asphalt hot-mix silo; asphalt plant fireman (drum or boiler); asphalt plant man; asphalt plant man; asphalt plant mixer operator; asphalt roller operator; backfiller operator; barber-greene loader; boat operator (bridges and dams); chip spreader; concrete mixer operator - skip loader; concrete plant operator; concrete pump operator; crusher operator; dredge oiler; elevating grader operator; fork lift; greaser-fleet; hoisting engine - 1; locomotive operator - narrow gauge; multiple compactor; pavement breaker; powerbroom - self-propelled; power shield; rooter; side discharge concrete spreader; slip form finishing machine; stumpcutter machine; throttle man; tractor operator (over 50 h.p.); winch truck.
GROUP 3: Boilers - 1; chip spreader (front man); churn drill operator; clef plane operator; concrete saw operator (self-propelled); curb finishing machine; distributor operator; finishing machine operator; flex plane operator; float operator; form grader operator; pugmill operator; roller operator, other than high type asphalt; screening & washing plant operator; siphons & jets; sub-grading machine operator; spreader box operator, self-propelled (not asphalt); tank car heater operator (combination boiler & booster); tractor operator (50 h.p. or less); Ulmac, Ulric or similar spreader; vibrating machine operator, not hand;
GROUP 4: Grade checker; Oiler; Oiler-Driver
HOURLY PREMIUMS:
The following classifications shall receive $ .25 above GROUP 1 rate: Clamshells - 3 yds. or over; Cranes - Rigs or Piledrivers, 100 ft. of boom or over (including jib); Draglines - 3 yds. or over; Hoists - each additional active drum over 2 drums; Shovels - 3 yds. or over;
The following classifications shall receive $ .50 above GROUP 1 rate: Tandem scoop operator; Cranes - Rigs or Piledrivers, 150 ft. to 200 ft. of boom (including jib); Tandem scoop.
The following classifications shall receive $ .75 above GROUP 1 rate: Cranes - Rigs or Piledrivers, 200 ft. of boom or over (including jib.).

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* ENGI0513D 05/07/2003

| | Rates | Fringes |
|---|---|---|
| FRANKLIN, JEFFERSON, LINCOLN, ST CHARLES, AND WARREN COUNTIES | | |
| POWER EQUIPMENT OPERATORS: | | |
| GROUP 1 | 25.27 | 13.00 |
| GROUP 2 | 23.97 | 13.00 |
| GROUP 3 | 20.97 | 13.00 |
| GROUP 4 | 23.52 | 13.00 |

POWER EQUIPMENT OPERATORS CLASSIFICATIONS
GROUP 1: Backhoe, Cable; Backhoe, Hydraulic (2 cu yds bucket and under regardless of attachment, one oiler for 2 or 3, two oilers for 4 through 6); Backhoe, Hydraulic over 2 cu yds; Cableway; Crane, Crawler or Truck; Crane, Hydraulic - Truck or Cruiser mounted, 16 tons and over; Crane, Locomotive; crane with boom

including jib over 100 ft from pin to pin; Crane using rock socket tool; Derrick, Steam; Derrick Car and Derrick Boat; Dragline, 7 cu yds and over; Dredge; Gradall, Crawler or tire mounted; Locomotive, Gas, Steam & other powers; Pile Driver, Land or Floating; Scoop, Skimmer; Shovel, Power (Electric, Gas, Steam or other powers); Shovel, Power (7 cu yds and over); Switch Boat; Whirley; Air Tugger with air compressor; Anchor Placing Barge; Asphalt Spreaker; Athey Force Feeder Loader, self-propelled; Backfilling Machine; Boat Operator - Push Boat or Tow Boat (job site); Boiler, High Pressure Breaking in Period; Boom Truck, Placing or Erecting; Boring Machine, Footing Foundation; Bullfloat; Cherry Picker; Combination Concrete Hoist and Mixer (such as Mixermobile); Compressor, Two 125 CFM and under; Compressor, Two through Four over 125 CFM; Compressor when operator runs throttle; Concrete Breaker (Truck or Tractor mounted); Concrete Pump (such as Pumpcrete machine); Concrete Saw (self-propelled); Concrete Spreader; Conveyor, Large (not selfpropelled) hoisting or moving brick and concrete into, or into and on floor level, one or both; Crane, Cimbing (such as Linden); Crane, Hydraulic - Rough Terrain, self-propelled; Crane, Hydraulic - Truck or Cruiser mounted - under 16 tons; Drilling machine - Self-powered, used for earth or rock drilling or boring (wagon drills and any hand drills obtaining power from other souces including concrete breakers, jackhammers and Barco equipmnet no engineer required); Elevating Grader; Engine Man, Dredge; Excavator or Powerbelt Machine; Finishing Machine, self-propelled oscillating screed; Forklift; Generators, Two through Six 30 KW or over; Grader, Road with power blade; Greaser; Highlift; Hoist, Concrete and Brick (Brick cages or concrete skips operating or on tower, Towermobile, or similar equipment); Hoist, Three or more drums in use; Hoist, Stack; Hydro-Hammer; Lad-A-Vator, hoisting brick or concrete; Loading Machine such as Barber-Greene; Mechanic on job site
GROUP 2: Air Tugger with plant air; Boiler (for power or heating shell of building or temporary enclosures in connection with construction work); Boiler, Temporary; Compressor, One over 125 CFM; Compressor, truck mounted; Conveyor, Large (not self-propelled); Conveyor, Large (not self- propelled) moving brick and concrete (distributing) on floor level; Curb Finishing Machine; Ditch Paving Machine; Elevator (outside); Endless Chain Hoist; Fireman (as required); Form Grader; Hoist, One Drum regardless of size (except brick or concrete); Lad-A-Vator, other hoisting; Manlift; Mixer, Asphalt, over 8 cu ft capacity; Mixer, one bag capacity or less; Mixer, without side loader, two bag capacity or more; Mixer, with side loader, regardless of size, not Paver; Mud Jack (where mud jack is used in conjenction with an air compressor, operator shall be paid $ .55 per hour in addition to his basic hourly rate for covering both operations); Pug Mill operator; Pump, Sump - self powered, automatic controlled over 2"; Scissor Lift (used for hoisting); Skid Steer Loader; Sweeper, Street; Tractor, small wheel type 50 HP and under with grader blade and similar equipment; Welding Machine, One over 400 amp; Winch, operating from truck
GROUP 3: Boat operator - outboard motor, job site; Conveyors (such as Con-Vay-It) regardless of how used; Elevator (inside); Heater operator, 2 through 6; Sweeper, Floor
GROUP 4: Crane type
HOURLY PREMIUMS:
Backhoe, Hydraulic 2 cu yds or less without oiler - $2.00; Certified Crane Operator - $1.50; Certified Hazardous Material Operator $1.50; Crane,climbing (such as Linden) - $.50; Crane, Pile Driving and Extracting - $ .50 Crane with boom (including job) over 100 ft from pin to pin - add $.01 per foot to maximum

of $4.00); Crane, using rock socket tool - $ .50; Derrick, diesel, gas or electric hoisting material and erecting steel (150 ft or more above ground) - $ .50; Dragline, 7 cu yds and over - $ .50; Hoist, Three or more drums in use - $ .50; Scoop, Tandem - $.50; Shovel, Power - 7 cu yds and over - $ .50; Tractor, Tandem Crawler - $ .50; Tunnel, man assigned to work in tunnel or tunnel shaft - $ .50; Wrecking, when machines are working on second floor or higher - $ .50

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* ENGI0513G 05/01/2003

| | Rates | Fringes |
|---|---|---|
| ADAIR, AUDRAIN, BOLLINGER, BOONE, BUTLER, CALLAWAY, CAPE GIRARDEAU, CARTER, CLARK, COLE, CRAWFORD, DENT, DUNKLIN, GASCONADE, HOWELL, IRON, KNOX, LEWIS, MACON, MADISON, MARIES, MARION, MILLER, MISSISSIPPI, MONITEAU, MONROE, MONTGOMERY, MORGAN, NEW MADRID, OREGON, OSAGE, PEMISCOT, PERRY, PHELPS, PIKE, PULASKI, PUTNAM, RALLS, RANDOLPH, REYNOLDS, RIPLEY, ST. FRANCOIS, STE. GENEVIEVE, SCHUYLER, SCOTLAND, SCOTT, SHANNON, SHELBY, STODDARD, TEXAS, WASHINGTON, AND WAYNE COUNTIES | | |
| POWER EQUIPMENT OPERATORS | | |
| GROUP 1 | 21.70 | 13.00 |
| GROUP 2 | 21.35 | 13.00 |
| GROUP 3 | 21.15 | 13.00 |
| GROUP 4 | 17.50 | 13.00 |

POWER EQUIPMENT OPERATORS CLASSIFICATIONS
GROUP 1: Asphalt finishing machine & trench widening spreader, asphalt plant console operator; autograder; automatic slipform paver; back hoe; blade operator - all types; boat operator tow; boiler two; central mix concrete plant operator; clam shell operator; concrete mixer paver; crane operator; derrick or derrick trucks; ditching machine; dozer operator; dragline operator; dredge booster pump; dredge engineman; dredge operator; drill cat with compressor mounted on cat; drilling or boring machine rotary self-propelled; highloader; hoisting engine 2 active drums; launchhammer wheel; locomotive operator standrad guage; mechanics and welders; mucking machine; piledriver operator; pitman crane operator; push cat operator; guad-trac; scoop operator; sideboom cats; skimmer scoop operator; trenching machine operator; truck crane, shovel operator.
GROUP 2: A-Frame; asphalt hot-mix silo; asphalt roller operator asphalt plant fireman (drum or boiler); asphalt plant man; asphalt plant mixer operator; backfiller operator; barber-greene loader; boat operator (bridge & dams); chip spreader; concrete mixer operator skip loader; concrete plant operator; concrete pump operator; dredge oiler; elevating graded operator; fork lift; grease fleet; hoisting engine one; locomotive operator narrow guage; multiple compactor; pavement breaker; powerbroom self-propelled; power shield; rooter; slip-form finishing machine; stumpcutter machine; side discharge concrete spreader; throttleman; tractor operator (over 50 hp); winch truck; asphalt roller operator; crusher operator.
GROUP 3: Spreader box operator, self-propelled not asphalt; tractor operator (50 h.p. or less); boilers one; chip spreader (front man); churn drill operator; compressor over 105 CFM 2-3 pumps 4" & over; 2-3 light plant 7.5 KWA or any combination thereof; clef plane operator; compressor maintenance operator 2 or 3; concrete saw operator (self-propelled); curb finishing mancine; distributor operator; finishing machine operator; flex plane operator; float operator; form grader operator; pugmill operator; riller operator other than high type asphalt; screening & washing plant operator; siphons & jets; subgrading machine operator; tank car heater (combination boiler & booster); ulmac, ulric or similar spreader; vibrating machine operator;

hydrobroom.
GROUP 4: Oiler; grout machine; oiler driver; compressor over 105 CFM one; conveyor operator one; maintenance operator; pump 4" & over one.
FOOTNOTE:
HOURLY PREMIUMS
Backhoe hydraulic, 2 cu. yds. or under without oiler - $2.00
Certified Crane Operator - $1.50; Certified Hazardous Material Operator $1.50; Crane, climbing (such as Linden) - $0.50; Crane, pile driving and extracting - $0.50; Crane, with boom (including jib) over 100' from pin to pin add $0.01 per foot to maximum of $4.00; Crane, using rock socket tool - $0.50; Derrick, diesel, gas or electric, hoisting material and erecting steel (150' or more above the ground) - $0.50; Dragline, 7 cu. yds, and over - $0.50; Hoist, three or more drums in use - $0.50; Scoop, Tandem - $0.50; Shovel, power - 7 cu. yds. or more - $0.50; Tractor, tandem crawler - $0.50; Tunnel, man assigned to work in tunnel or tunnel shaft - $0.50; Wrecking, when machine is working on second floor or higher - $0.50;

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ENGI0513H 05/07/2003

| | Rates | Fringes |
|---|---|---|
| ST. LOUIS CITY AND COUNTY | | |
| POWER EQUIPMENT OPERATORS: | | |
| GROUP 1 | 25.27 | 13.00 |
| GROUP 2 | 25.27 | 13.00 |
| GROUP 3 | 23.37 | 13.00 |
| GROUP 4 | 20.37 | 13.00 |
| GROUP 5 | 19.91 | 13.00 |

POWER EQUIPMENT OPERATORS CLASSIFICATIONS
GROUP 1: Backhoe, cable or hydraulic; cableway; crane, crawler or truck; crane, hydraulic-truck or cruiser mounted 16 tons & over; crane locomotive; derrick, steam; derrick car & derrick boat; dragline; dredge; gradall, crawler or tire mounted; locomotive, gas, steam & other powers; pile driver, land or floating; scoop, skimmer; shovel, power (steam, gas, electric, or other powers); switch boat; whirley.
GROUP 2: Air tugger w/air compressor; anchor-placing barge; asphalt spreader; athey force feeder loader (self-propelled); backfilling machine; backhoe-loader; boat operator-push boat or tow boat (job site); boiler, high pressure breaking in period; boom truck, placing or erecting; boring machine, footing foundation; bull-float; cherry picker; combination concrete hoist & mixer (such as mixer mobile); compressor (when operator runs throttle); concrete breaker (truck or tractor mounted); concrete pump, such as pump-crete machine; concrete saw (self-propelled), concrete spreader; conveyor, large (not self-propelled), hoisting or moving brick and concrete into, or into and on floor level, one or both; crane, hydraulic-rough terrain, self-propelled; crane hydraulic-truck or cruiser mounted-under 16 tons; drilling machines, self-powered use for earth or rock drilling or boring (wagon drills and any hand drills obtaining power from other sources including concrete breakers, jackhammers and barco equipment-no engineer required); elevating grader; engineman, dredge; excavator or powerbelt machine; finishing machine, self-propelled oscillating screed; forklift; grader, road with power blade; highlift; greaser; hoist, stack, hydro-hammer; loading machine

(such as barber-greene); machanic, on job site; mixer, pipe wrapping machines; plant asphalt; plant, concrete producing or ready-mix job site; plant heating-job site; plant mixing-job site; plant power, generating-job site; pumps, two through six self-powered over 2"; pumps, electric submersible, two through six, over 4"; quad-track; roller, asphalt, top or sub-grade; scoop, tractor drawn; spreader box; sub-grader; tie tamper; tractor-crawler, or wheel type with or without power unit, power take-offs and attachments regardless of size; trenching machine; tunnel boring machine; vibrating machine automatic, automatic propelled; welding machines (gasoline or diesel) two through six; well drilling machine

GROUP 3: Conveyor, large (not self-propelled); con-; veyor, large (not self-propelled) moving brick and concrete distributing) on floor level; mixer two or more mixers of one bag capacity or less; air tugger w/plant air; boiler, for power or heating on construction projects; boiler, temporary; compressor (mounted on truck; curb finishing machine; ditch paving machine; elevator; endless chain hoist; form grader; hoist, one drum regardless of size; lad-a-vator; manlift; mixer, asphalt, over 8 cu. ft. capacity, without side loader, 2 bag capacity or more; mixer, with side loader, regardless of size; pug mill operator; pump, sump-self-powered, automatic controlled over 2" during use in connection with construction work; sweeper, street; welding machine, one over 400 amp.; winch operating from truck; scissor lift (used for hoisting); tractor, small wheel type 50 h.p. & under with grader blade & similar equipment

GROUP 4: Boat operator-outboard motor (job site); conveyor (such as con-vay-it) regardless of how used; sweeper, floor

GROUP 5: Oiler on dredge and on truck crane.

HOURLY PREMIUMS:

| | |
|---|---|
| Backhoe, hydraulic 2 cu. yds. or under without oiler | $2.00 |
| Certified Crane Operator | 1.50 |
| Certified Hazardous Material Operator | 1.50 |
| Crane, climbing (such as Linden) | .50 |
| Crane, pile driving and extracting | .50 |
| Crane, with boom (including jib) over 100' (from pin to pin) add $.01 per foot to maximum of | 4.00 |
| Crane, using rock socket tool | .50 |
| Derrick, diesel, gas or electric, hoisting material and erecting steel (150' or more above ground) | .50 |
| Dragline, 7 cu. yds. and over | .50 |
| Hoist, three (3) or more drums in use | .50 |
| Scoop, Tandem | .50 |
| Shovel, power - 7 cu. yds. or more | .50 |
| Tractor, tandem crawler | .50 |
| Tunnel, man assigned to work in tunnel or tunnel shaft | .50 |
| Wrecking, when machine is working on second floor or higher | .50 |

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IRON0010M 04/01/2003

| | Rates | Fringes |
|---|---|---|

BUCHANAN, CASS, CLAY, JACKSON, JOHNSON, LAFAYETTE, PLATTE AND RAY Counties

IRONWORKERS 24.10 13.73
ANDREW, ATCHISON, BARTON, BATES, BENTON, CALDWELL, CAMDEN, CARROLL, CEDER CHARITON, CHRISTIAN, CLINTON, COOPER, DADE, DALLAS, DAVIESS, DE KALB, GENTRY, GREENE, GRUNDY, HARRISON, HENRY, HICKORY, HOLT, HOWARD, LACLEDE, LINN, LIVINGSTON, MERCER, MONITEAU, MORGAN, NODAWAY, PETTIS, POLK, PUTNAM, RANDOLPH, ST. CLAIR, SALINE, SULLIVAN, TANEY, VERNON, WEBSTER, WRIGHT and WORTH Counties; and portions of ADAIR, BOONE, MACON, MILLER, and RANDOLPH Counties
IRONWORKERS 21.10 13.73

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IRON0321C 12/31/2002

| | Rates | Fringes |
|---|---|---|
| DOUGLAS, HOWELL and OZARK COUNTIES | | |
| IRONWORKERS | 18.00 | 8.06 |

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IRON0396D 07/31/2002

| | Rates | Fringes |
|---|---|---|
| ST. LOUIS (City and County), ST. CHARLES, JEFFERSON, IRON, FRANKLIN, LINCOLN, WARREN, WASHINGTON, ST. FRANCOIS, STE. GENEVIEVE, and REYNOLDS Counties; and portions of MADISON, PERRY, BOLLINGER, WAYNE, and CARTER Counties | | |
| IRONWORKERS | 26.54 | 11.73 |

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IRON0396I 08/01/2002

| | Rates | Fringes |
|---|---|---|
| AUDRAIN, CALLAWAY, COLE, CRAWFORD, DENT, GASCONADE, MARIES, MONTGOMERY, OSAGE, PHELPS, PIKE, PULASKI, TEXAS, and WRIGHT Counties; and portions of CAMDEN, DOUGLAS, HOWELL, MILLER, OREGON, BOONE, SHANNON, LACLEDE, MONROE, and RALLS Counties | | |
| IRONWORKERS | 21.77 | 11.59 |

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IRON0577F 06/01/2002

| | Rates | Fringes |
|---|---|---|
| ADAIR, CLARK, KNOX, LEWIS, MACON, MARION, MONROE, RALLS, SCHUYLER, SCOTLAND, AND SHELBY COUNTIES | | |
| IRONWORKERS | 20.85 | 9.16 |

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IRON0584E 06/01/2001

| | Rates | Fringes |
|---|---|---|
| BARRY, JASPER, LAWRENCE, MCDONALD, NEWTON AND STONE Counties | | |
| IRONWORKERS | 18.20 | 7.87 |

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IRON0782D 03/01/2003

| | Rates | Fringes |
|---|---|---|
| CAPE GIRARDEAU, MISSISSIPPI, NEW MADRID, SCOTT, & STODDARD Counties; and portions of BOLLINGER, BUTLER, CARTER, DUNKLIN, MADISON, PEMISCOT, PERRY, RIPLEY, and WAYNE Counties | | |
| IRONWORKERS: | | |
| All Major River Work (Dams, Bridges): Projects $20 million or more | 20.65 | 9.88 |
| All Other Work | 20.30 | 9.46 |

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LABO0042C 03/03/2003

| | Rates | Fringes |
|---|---|---|
| ST. LOUIS (City and County) | | |
| LABORERS: | | |
| Plumber Laborers | 23.97 | 7.43 |

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LABO0042H 03/03/2003

| | Rates | Fringes |
|---|---|---|

ST. LOUIS (City and County)

| | | |
|---|---|---|
| LABORERS: | | |
| Laborers, Flagperson | 23.78 | 7.43 |
| Wrecking | 23.66 | 7.43 |
| Dynamiter, Powderman | 24.28 | 7.43 |

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LABO0424B 05/01/2002

| | Rates | Fringes |
|---|---|---|
| FRANKLIN COUNTY | | |
| LABORERS | | |
| GROUP 1 | 21.65 | 6.40 |
| GROUP 2 | 22.25 | 6.40 |
| JEFFERSON COUNTY | | |
| LABORERS | | |
| GROUP 1 | 21.70 | 6.40 |
| GROUP 2 | 22.30 | 6.40 |

ADAIR, AUDRAIN, BOLLINGER, BOONE, BUTLER, CALLAWAY, CAPE GIRARDEAU, CARTER, CHARITON, CLARK, COLE, COOPER, CRAWFORD, DENT, DUNKLIN, GASCONADE, HOWARD, HOWELL, IRON, KNOX, LEWIS, LINN, MACON, MADISON, MARIES, MARION, MILLER, MISSISSIPPI, MONITEAU, MONROE, NEW MADRID, OREGON, OSAGE, PEMISCOT, PERRY, PHELPS, PIKE, PULASKI, PUTNAM, RALLS, RANDOLPH, REYNOLDS, RIPLEY, ST. FRANCOIS, STE. GENEVIEVE, SCHUYLER, SCOTLAND, SCOTT, SHANNON, SHELBY, STODDARD, SULLIVAN, TEXAS, WASHINGTON, AND WAYNE COUNTIES

| | | |
|---|---|---|
| LABORERS | | |
| GROUP 1 | 20.20 | 6.40 |
| GROUP 2 | 20.80 | 6.40 |
| LINCOLN, MONTGOMERY AND WARREN COUNTIES | | |
| LABORERS | | |
| GROUP 1 | 20.45 | 6.40 |
| GROUP 2 | 21.05 | 6.40 |

LABORERS CLASSIFICATIONS

GROUP 1 - General laborer-flagman, carpenter tenders; salamander Tenders; Dump Man; Ticket Takers; loading trucks under bins, hoppers, and conveyors; track man; cement handler; dump man on earth fill; georgie buggie man; material batch hopper man; spreader on asphalt machine; material mixer man (except on manholes); coffer dams; riprap pavers rock, block or brick; scaffolds over ten feet not self-supported from ground up; skip man on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoling, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator; all work in connection with hydraulic or general dredging operations; form setters, puddlers (paving only); straw blower nozzleman; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material; topper of standing trees; feeder man on wood pulverizers, board and willow mat weavers and cabelee tiers on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 ft. where compressed air is not used; abutement and pier hole men working six (6) ft. or more below ground; men working in coffer dams for bridge piers and footing in the river; barco tamper; jackson or any other similar tamp; cutting torch man; liners, curb, gutters, ditch lines; hot mastic kettlemen; hot tar applicator; hand blade operator; mortar men or brick or block manholes; rubbing concrete, air tool operator under 65 lbs.; caulker and lead man; chain or concrete saw under 15 h.p.; signal Gan; Guard rail and sign erectors.

GROUP 2 - Skilled laborers - Vibrator man; asphalt raker; head pipe layer on sewer work; batterboard man on pipe and ditch work; cliff scalers working from bosun's chairs; scaffolds or platforms on dams or power plants over 10 ft. high; air tool operator over

65 lbs.; stringline man on concrete paving; sandblast man; laser beam man; wagon drill; churn drill; air track drill and all other similar type drills, gunite nozzle man; pressure grout man; screed man on asphalt; concrete saw 15 h.p. and over; grade checker; strigline man on electronic grade control; manhole builder; dynamite man; powder man; welder; tunnel man; waterblaster - 1000 psi or over; asbestos and/or hazardous waste removal and/or disposal

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LABO0579F 05/01/2003

| | Rates | Fringes |
|---|---|---|
| BUCHANAN AND LAFAYETTE COUNTIES | | |
| LABORERS | | |
| GROUP 1 | 18.74 | 7.49 |
| GROUP 2 | 19.09 | 7.49 |

ANDREW, ATCHISON, BARRY, BARTON, BATES, BENTON, CALDWELL, CAMDEN, CARROLL, CEDAR, CHRISTIAN, CLINTON, DADE, DALLAS, DAVIESS, DEKALB, DOUGLAS, GREENE, GENTRY, GRUNDY, HARRISON, HENRY, HICKORY, HOLT, JASPER, JOHNSON, LACLEDE, LAWRENCE, LIVINGSTON, MCDONALD, MERCER, MORGAN, NEWTON, NODAWAY, OZARK, PETTIS, POLK, ST. CLAIR, SALINE, STONE, TANEY, VERNON, WEBSTER, WORTH AND WRIGHT COUNTIES.

| | | |
|---|---|---|
| LABORERS | | |
| GROUP 1 | 17.29 | 7.24 |
| GROUP 2 | 17.84 | 7.24 |

LABORERS CLASSIFICATIONS

GROUP 1: General Laborers - Carpenter tenders; salamander tenders; loading trucks under bins; hoppers & conveyors; track men & all other general laborers; air tool operator; cement handler-bulk or sack; dump man on earth fill; georgie buggie man; material batch hopper man; material mixer man (except on manholes); coffer dams; riprap pavers - rock, block or brick; signal man; scaffolds over ten feet not self-supported from ground up; skipman on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoline, oil drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator, all work in connection with hydraulic or general dredging operations; puddlers (paving only); straw blower nozzleman; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material or materials (where special protection is required); rubbing concrete; topper of standing trees; batter board man on pipe and ditch work; feeder man on wood pulverizers; board and willow mat weavers and cable tiers on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 feet where compressed air is not used; abutment and pier hole men working six (6) feet or more below ground; men working in coffer dams for bridge piers and footings in the river; ditchliners; pressure groutmen; caulker; chain or concrete saw; cliffscalers working from scaffolds, bosuns' chairs or platforms on dams or power plants over (10) feet above ground; mortarmen on brick or block manholes; toxic and hazardous waste work.

GROUP 2: Skilled Laborers - Head pipe layer on sewer work; laser beam man; Jackson or any other similar tamp; cutting torch man; form setters; liners and stringline men on concrete paving, curb, gutters; hot mastic kettleman; hot tar applicator; sandblasting and gunite nozzlemen; air tool operator in tunnels; screed man on asphalt machine; asphalt raker; barco tamper; churn drills; air track drills and all similar drills; vibrator man; stringline man for electronic grade control; manhole builders-brick or block; dynamite and powder men; grade checker.

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LABO0660H 03/05/2003

| | Rates | Fringes |
|---|---|---|
| ST. CHARLES COUNTY | | |
| LABORERS: | | |
| GROUP 1 | 22.69 | 7.10 |
| GROUP 2 | 23.19 | 7.10 |

LABORERS CLASSIFICATIONS

GROUP 1: General laborer; carpenter tender; salamander tender; dump man; ticket takers; flagman; loading trucks under bins, hoppers, and conveyors; track men; cement handler; dump man on earth fill; Georgie buggie man; material batch hopper man; spreader on asphalt machine; material mixer man (except on manholes); coffer dams; riprap paver - rock, block, or brick; signal man; scaffolds over 10 ft not self-supported from ground up; skipman on concrete paving; wire mech setters on concrete paving; all work in connection with sewer, water, gas, gasoline, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator; all work in connection with hydraulic or general dredging operations; form setters; puddlers (paving only); straw blower nozzleman; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material; topper of standing trees; feeder man on wood pulverizer; board and w llow mat weavers and cable tiers on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 ft where compressed air is not used; abutment and pier hole men working 6 ft or more below ground; men working in coffer dams for bridge piers and footings in the river; Barco tamper, Jackson or any other similar tamp; cutting torch man; liners, curb, gutters, ditchliners; hot mastic kettleman; hot tar applicator; hand blade operators; mortar men on brick or block manholes; rubbing concrete; air tool operator under 65 pounds; caulker and lead man; chain saw under 15 hp; guard rail and sign erectors

GROUP 2: Vibrator man; asphalt raker; hand pipe layer on sewer work; batterboard man on pipe and ditch work; cliff scalers working from Bosun's chairs, scaffolds or platforms on dams or power plants over 10 ft high; air tool operator over 65 pounds; stringline man on concrete paving etc.; sand blast man; laser beam man; wagon drill; churn drill; air track drill and all other similar type drills; gunnite nozzle man; pressure grout man; screed man on asphalt; concrete saw 15 hp and over; grade checker; stringline man on electronic grade control; manhole builder; dynamite man; powder man; welder; tunnel man; waterblaster - 1000 psi and over; asbestos and/or hazardous waste removal and or disposal;

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LABO0663D 04/01/2003

| | Rates | Fringes |
|---|---|---|
| CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES | | |
| LABORERS: | | |
| GROUP 1 | 21.46 | 7.79 |
| GROUP 2 | 22.59 | 7.79 |

LABORERS CLASSIFICATIONS

GROUP 1: General laborers, Carpenter tenders, salamander tenders, loading trucks under bins, hoppers and conveyors, track men and all other general laborers, air tool operator, cement handler (bulk or sack), chain or concrete saw, deck hands, dump man on earth fill, Georgie Buggies man, material batch hopper man, scale man, material mixer man (except on manholes), coffer dams, abutments and pier hole men working below ground, riprap

pavers rock, black or brick, signal man, scaffolds over ten feet not self-supported from ground up, skipman on concrete paving, wire mesh setters on concrete paving, all work in connection with sewer,water, gas, gasoling, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipelines, power tool operator, all work in connection with hydraulic or general dredging operations, straw blower nozzleman,asphalt plant platform man, chuck tender, crusher feeder, men handling creosote ties on creosote materials, men working with and handling epoxy material or materials (where special protection is required), topper of standing trees, batter board man on pipe and ditch work, feeder man on wood pulverizers, board and willow mat weavers and cable tiers on river work, deck hands, pile dike and revetment work, all laborers working on underground tunnels less than 25 feet where compressed air is not used, abutment and pier hole men working six (6) feet or more below ground, men working in coffer dams for bridge piers and footings in the river, ditchliners, pressure groutmen, caulker and chain or concrete saw, cliffscalers working from scaffolds, bosuns' chairs or platforms on dams or power plants over (10) feet above ground, mortarmen on brick or block manholes, signal man.
GROUP 2: Skilled Laborer - spreader or screed man on asphalt machine, asphalt raker, grade checker, vibrator man, concrete saw over 5 hp., laser beam man, barco tamper, jackson or any other similar tamp, wagon driller, churn drills, air track drills and other similar drills, cutting torch man, form setters, liners and stringline men on concrete paving, curb, gutters and etc., hot mastic kettleman, hot tar applicator, hand blade operators, mortar men on brick or block manholes, sand blasting and gunnite nozzle men, rubbing concrete, air tool operator in tunnels, head pipe layer on sewer work, manhole builder (brick or block), dynamite and powder men.

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PAIN0002B 09/01/2002

| | Rates | Fringes |
|---|---|---|
| CLARK, FRANKLIN, JEFFERSON, LEWIS, LINCOLN, MARION, PIKE, RALLS, ST. CHARLES, ST. LOUIS (CITY & COUNTY), AND WARREN COUNTIES | | |
| PAINTERS: | | |
| Brush | 24.93 | 7.50 |
| Spray | 26.93 | 7.50 |

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PAIN0002G 02/01/2003

| | Rates | Fringes |
|---|---|---|
| ADAIR, AUDRAIN, BOONE, CALLAWAY, CHARITON, COLE, GASCONADE, HOWARD, KNOX, LINN, MACON, MONROE, MONTGOMERY, OSAGE, PUTNAM, RANDOLPH, SCHUYLER, SCOTLAND, SHELBY AND SULLIVAN COUNTIES and the City of Booneville. | | |
| PAINTERS: | | |
| Brush, Roller, Paperhanger, Tapers | 18.44 | 5.33 |
| Tapers using Ames or comparable tools (bazooks, etc.) | 18.69 | 5.33 |
| Spray; Water Base Epoxy; Stage Under 50 ft.; Structural Steel (except for stairs and railings) | 18.94 | 5.33 |
| Sandblasting; Epoxy or Any Two Part Coating; Stage or Other Aerial Work Platforms Over 50 ft. high; Lead Abatement | 19.44 | 5.33 |
| Bridges, Dams, Locks or Powerhouses | 20.44 | 5.33 |

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PAIN0003D 04/01/2000

| | Rates | Fringes |
|---|---|---|
| BATES, BENTON, CALDWELL, CARROLL, CASS, CLAY, CLINTON, COOPER, DAVIESS, GRUNDY, HARRISON, HENRY, JACKSON, JOHNSON, LAFAYETTE, LIVINGSTON, MERCER, MONITEAU, MORGAN, PETTIS, PLATTE, RAY AND SALINE COUNTIES | | |
| PAINTERS: | | |
| Brush & Roller; Taper | 22.10 | 6.01 |
| Bazooka; Paperhanger | 22.60 | 6.01 |
| Storage Bin & Tanks (Roller or Brush); Elevated Tanks (Roller or Brush); Stageman; Beltman; Bridgeman; Steelman; Sand Blast (Base); Elevator Shaft | 22.85 | 6.01 |
| Lead Abatement; Sprayman | 23.10 | 6.01 |
| Sandblast (Bridge, Stage, Erected Steel and Storage Bin and Tanks) | 23.60 | 6.01 |
| Sprayman (Storage Bin & Tanks, Elevated Tanks); Stageman (Spray); Bridgeman (Spray); Steelman (Spray) | 23.85 | 6.01 |
| Steeplejack (other than Elevated Tanks) | 26.79 | 6.01 |
| Steeplejack -Spray or Sandblast (other than Elevated Tanks) | 27.79 | 6.01 |

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PAIN0098B 05/01/2000

| | Rates | Fringes |
|---|---|---|
| ANDREW, ATCHISON, BUCHANAN, DE KALB, GENTRY, HOLT, NODAWAY & WORTH COUNTIES | | |
| PAINTERS: | | |
| Brush & Roller | 20.50 | 4.40 |
| Sandblasters | 21.50 | 4.40 |
| Steeple Jack | 23.50 | 4.40 |

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PAIN0203B 04/01/2002

| | Rates | Fringes |
|---|---|---|
| BARRY, BARTON, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HICKORY, HOWELL, JASPER, LAWRENCE, MCDONALD, NEWTON, OZARK, POLK, ST. CLAIR, STONE, TANEY, VERNON, WEBSTER and WRIGHT COUNTIES | | |
| PAINTERS: | | |
| Sandblasters & Highman (over 40') | 18.13 | 4.89 |
| Painters | 17.58 | 4.89 |
| Tapers | 17.67 | 4.53 |

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PAIN1265C 07/01/2002

| | Rates | Fringes |
|---|---|---|
| CAMDEN, CRAWFORD, DENT, LACLEDE, MARIES, MILLER, PHELPS, PULASKI AND TEXAS COUNTIES | | |
| PAINTERS: | | |
| Brush and Roller, Spray | 18.04 | 7.87 |
| Structural Steel, Sandblasting and all Tank Work | 19.29 | 7.87 |
| Lead Abatement | 20.29 | 7.87 |

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PAIN1292B 07/01/2001

| | Rates | Fringes |
|---|---|---|
| BOLLINGER, BUTLER, CAPE GIRARDEAU, CARTER, DUNKLIN, MISSISSIPPI, NEW MADRID, OREGON, PEMISCOT, PERRY, REYNOLDS, RIPLEY, SCOTT, SHANNON, STODDARD and WAYNE COUNTIES | | |

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 PAINTERS:
  Commercial                          15.44          5.97
  Industrial                          17.94          5.97
  Bridges, Stacks & Tanks             22.89          5.97
  Taper (Tools)                       15.69          5.97
  Spray & Abrasive Blasting           17.44          5.97
  Waterblasting                       17.44          5.97
  Height Rates (All Areas): Over 60 ft. $0.50 per hour.
                  Under 60 ft. $0.25 per hour.
-----------------------------------------------------------------
 PAIN1292F  07/01/2001
                                     Rates          Fringes
IRON, MADISON, ST. FRANCOIS, STE. GENEVIEVE and WASHINGTON
COUNTIES
PAINTERS:
 Commercial                           17.54          5.97
 Industrial                           18.54          5.97
 Tapers (Tools)                       17.79          5.97
 Bridges, Stacks & Tanks              22.89          5.97
 Spray & Abrasive Blasting            19.54          5.97
 Waterblasting                        19.54          5.97
 Lead Abatement                       18.29          5.97
  Height Rates (All Areas): Over 60 ft. $0.50 per hour
                  Under 60 ft. $0.25 per hour.
-----------------------------------------------------------------
 PLAS0518F  04/01/2002
                                     Rates          Fringes
BARRY, BARTON, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS,
GREENE, HOWELL, JASPER, LACLEDE, LAWRENCE, MCDONALD, NEWTON,
OZARK, POLK, STONE, TANEY, VERNON, WEBSTER, AND WRIGHT COUNTIES
CEMENT MASONS                         17.31          3.84
-----------------------------------------------------------------
 PLAS0518G  04/01/2001
                                     Rates          Fringes
CASS (Richards-Gebaur AFB only), CLAY, JACKSON, PLATTE AND RAY
COUNTIES
  CEMENT MASONS                       21.25          8.15
-----------------------------------------------------------------
 PLAS0518K  05/01/2001
                                     Rates          Fringes
ANDREW, ATCHISON, BUCHANAN, BATES, CALDWELL, CARROLL, CASS
(Except Richards-Gebaur AFB) CLINTON, DAVIESS, DEKALB,
GENTRY, GRUNDY, HARRISON, HOLT, JACKSON, LAFAYETTE, LIVINGSTON,
MACON, MERCER, NODAWAY AND WORTH COUNTIES
 CEMENT MASONS                        23.13          7.15
-----------------------------------------------------------------
 PLAS0527A  05/01/2003
                                     Rates          Fringes
JEFFERSON, ST. CHARLES COUNTIES
AND ST. LOUIS (City and County)
 CEMENT MASONS                        26.18          9.36
FRANKLIN, LINCOLN, AND WARREN COUNTIES
 CEMENT MASONS                        25.01          9.36
-----------------------------------------------------------------
 PLAS0527D  05/01/2003
                                     Rates          Fringes
CRAWFORD, DENT, IRON, MADISON, MARION, PHELPS, PIKE, PULASKI,
RALLS, REYNOLDS, ST. FRANCOIS, STE. GENEVIEVE, SHANNON, TEXAS,
WASHINGTON COUNTIES
 CEMENT MASONS                        23.70          9.28
-----------------------------------------------------------------
 PLAS0908A  05/01/2002
                                     Rates          Fringes
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BOLLINGER, BUTLER, CAPE GIRARDEAU, CARTER, DUNKLIN, MISSISSIPPI, NEW MADRID, OREGON, PEMISCOT, PERRY, RIPLEY, SCOTT, STODDARD, AND WAYNE COUNTIES

| | | |
|---|---|---|
| CEMENT MASONS | 17.40 | 8.95 |

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PLAS0908G 03/01/2002

| | Rates | Fringes |
|---|---|---|
| BENTON, CALLAWAY, CAMDEN, COLE, GASCONADE, HENRY, HICKORY, JOHNSON, MARIES, MILLER, MONTGOMERY, MORGAN, OSAGE, PETTIS, SALINE & ST. CLAIR COUNTIES | | |
| CEMENT MASONS | 17.81 | 7.65 |

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PLUM0008C 06/01/2002

| | Rates | Fringes |
|---|---|---|
| CASS, CLAY, JACKSON, JOHNSON, PLATTE COUNTIES | | |
| PLUMBERS | 28.44 | 11.61 |
| BATES, BENTON, CARROLL, HENRY, LAFAYETTE, MORGAN, PETTIS, RAY, ST. CLAIR, SALINE, AND VERNON COUNTIES | | |
| PLUMBERS | 26.00 | 11.61 |

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PLUM0035C 01/01/2000

| | Rates | Fringes |
|---|---|---|
| CAMDEN, COLE, CRAWFORD, FRANKLIN, JEFFERSON, MARIES, MILLER, MONITEAU, OSAGE, PHELPS, PULASKI, ST. CHARLES, ST. LOUIS (City and County), WARREN and WASHINGTON COUNTIES | | |
| PLUMBERS | 26.105 | 9.74 |

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PLUM0045D 09/01/2002

| | Rates | Fringes |
|---|---|---|
| ANDREW, ATCHISON, BUCHANAN, CALDWELL, CLINTON, DAVIESS, DEKALB, GENTRY, HARRISON, HOLT, NODAWAY AND WORTH COUNTIES | | |
| PLUMBERS & PIPEFITTERS | 27.70 | 10.55 |

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PLUM0178D 11/01/2001

| | Rates | Fringes |
|---|---|---|
| BARRY, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HICKORY, LACLEDE, LAWRENCE, POLK, STONE, TANEY, WEBSTER, AND WRIGHT COUNTIES | | |
| PLUMBERS & PIPEFITTERS | 22.10 | 7.37 |

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PLUM0317B 07/01/1995

| | Rates | Fringes |
|---|---|---|
| BOONE, CALLAWAY, COOPER, HOWARD, AND RANDOLPH COUNTY (Southern half) | | |
| PLUMBERS & PIPEFITTERS | 19.18 | 3.17 |

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PLUM0533E 06/01/2002

| | Rates | Fringes |
|---|---|---|
| BATES, BENTON, CARROLL, CASS, CLAY, HENRY, HICKORY, JACKSON, JOHNSON, LAFAYETTE, MORGAN, PETTIS, PLATTE, RAY, SALINE, ST. CLAIR AND VERNON COUNTIES | | |
| PIPEFITTERS | 29.78 | 11.68 |

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PLUM0562D 07/01/2002

| | Rates | Fringes |
|---|---|---|
| ADAIR, AUDRAIN, BOLLINGER, BOONE, BUTLER, CALLAWAY,CAMDEN, CAPE GIRARDEAU,CARTER, CHARITON, CLARK, COLE, COOPER, CRAWFORD, DENT, DUNKLIN, FRANKLIN, GASCONADE, GRUNDY, HOWARD, HOWELL, IRON, JEFFERSON, KNOX, LEWIS, LINCOLN, LINN, LIVINGSTON, MACON, MADISON, MARIES, MARION, MERCER, MILLER, MISSISSIPPI, MONITEAU, MONROE, MONTGOMERY, NEW MADRID, OREGON, OSAGE, PEMISCOTT, PERRY, PHELPS, PIKE, PULASKI, PUTNAM, RALLS, RANDOLPH, REYNOLDS, RIPLEY, ST. CHARLES, ST.FRANCOIS, STE. GENEVIEVE, ST. LOUIS, SCHUYLER, | | |

SCOTLAND, SCOTT, SHANNON, SHELBY, STODDARD, SULLIVAN, TEXAS,
WARREN, WASHINGTON,AND WAYNE COUNTIES.

| | | |
|---|---|---|
| PIPEFITTERS | 28.75 | 12.08 |

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PLUM0658B 07/01/1998

| | Rates | Fringes |
|---|---|---|
| BARTON, JASPER, MCDONALD, AND NEWTON COUNTIES | | |
| PLUMBERS & PIPEFITTERS | 16.73 | 5.33 |

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TEAM0013H 05/01/2002

| | Rates | Fringes |
|---|---|---|
| AUDRAIN, BOLLINGER, BOONE, CALLAWAY, CAPE GIRARDEAU, CARTER, COLE, CRAWFORD, DENT, GASCONADE, IRON, MACON, MADISON, MARIES, MARION, MILLER, MISSISSIPPI, MONROE, MONTGOMERY, NEW MADRID, OSAGE, PEMISCOT, PERRY, PHELPS, PIKE, PULASKI, RALLS, REYNOLDS, ST. FRANCOIS, STE. GENEVIEVE, SCOTT, SHANNON, SHELBY, STODDARD, TEXAS, WASHINGTON, AND WAYNE COUNTIES | | |
| TRUCK DRIVERS: | | |
| GROUP 1 | 22.52 | 5.50 |
| GROUP 2 | 22.68 | 5.50 |
| GROUP 3 | 22.67 | 5.50 |
| GROUP 4 | 22.79 | 5.50 |
| ADAIR, BUTLER, CLARK, DUNKIN, HOWELL, KNOX, LEWIS, OREGON, PUTNAM, RIPLEY, SCHUYLER, AND SCOTLAND COUNTIES | | |
| TRUCK DRIVERS: | | |
| GROUP 1 | 21.79 | 5.50 |
| GROUP 2 | 21.95 | 5.50 |
| GROUP 3 | 21.94 | 5.50 |
| GROUP 4 | 22.06 | 5.50 |

TRUCK DRIVERS CLASSIFICATIONS:
GROUP 1: Flat Bed Trucks, Single Axle; Station Wagons; Pickup Trucks; Material Trucks, Single Axle; Tank Wagon, Single Axle
GROUP 2: Agitator and Transit Mix Trucks
GROUP 3: Flat Bed Trucks, Tandem Axle; Articulated Dump Trucks; Material Trucks, Tandem Axle; Tank Wagon, Tandem Axle
GROUP 4: Semi and/or Pole Trailers; Winch, Fork & Steel Trucks; Distributor Drivers and Operators; Tank Wagon, Semi-Trailer; Insley Wagons, Dumpsters, Half-Tracks, Speedace, Euclids and other similar equipment; A-Frame and Derrick Trucks; Float or Low Boy

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TEAM0056A 05/01/2002

| | Rates | Fringes |
|---|---|---|
| BUCHANAN, JOHNSON AND LAFAYETTE COUNTIES | | |
| TRUCK DRIVERS: | | |
| GROUP 1 | 23.43 | 5.50 |
| GROUP 2 | 23.54 | 5.50 |
| GROUP 3 | 23.58 | 5.50 |
| GROUP 4 | 23.65 | 5.50 |
| GROUP 5 | 23.33 | 5.50 |
| ANDREW, BARTON, BATES, BENTON, CALDWELL, CAMDEN, CARROLL, CEDAR, CHARITON, CHRISTIAN, CLINTON, COOPER, DADE, DALLAS, DAVIESS, DEKALB, DOUGLAS, GREENE, HENRY, HICKORY, HOWARD, JASPER, LACLEDE, LAWRENCE, LINN, LIVINGSTON, MONITEAU, MORGAN, NEWTON, PETTIS, POLK, RANDOLPH, ST CLAIR, SALINE, VERNON, WEBSTER, AND WRIGHT COUNTIES | | |
| TRUCK DRIVERS: | | |
| GROUP 1 | 22.22 | 5.50 |
| GROUP 2 | 22.38 | 5.50 |
| GROUP 3 | 22.37 | 5.50 |
| GROUP 4 | 22.49 | 5.50 |

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  GROUP 5                              22.12           5.50
ATCHISON, BARRY, GENTRY, GRUNDY, HARRISON, HOLT, MCDONALD,
MERCER, NODADWAY, OZARK, STONE, SULLIVAN, TANEY AND WORTH
COUNTIES
 TRUCK DRIVERS:
  GROUP 1                              21.49           5.50
  GROUP 2                              21.65           5.50
  GROUP 3                              21.64           5.50
  GROUP 4                              21.76           5.50
  GROUP 5                              21.39           5.50
    TRUCK DRIVER CLASSIFICATIONS
GROUP 1:  Flat bed trucks single axle; station wagons; pickup
trucks; material trucks single axle; tank wagons
single axle.
GROUP 2:  Agitator and transit mix-trucks.
GROUP 3:  Flat bed trucks tandem axle; articulated dump trucks;
material trucks tandem axle; tank wagons tandem
axle.
GROUP 4:  Semi and/or pole trailers; winch, fork & steel trucks;
distributor drivers & operators; tank wagons semi-
trailer; insley wagons, dumpsters, half-tracks,
speedace, euclids & other similar equipment;
A-frames and derrick trucks; float or low boy.
GROUP 5:  Warehousemen.
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 TEAM0245C  03/25/1998
                                     Rates           Fringes
BARRY, BARTON, CAMDEN, CEDAR, CHRISTIAN, DALLAS, DENT, DOUGLAS,
GREENE, HICKORY, HOWELL, JASPER, LACLEDE, LAWRENCE, MCDONALD,
MILLER, NEWTON, OZARK, PHELPS, POLK, PULASKI, SHANNON, STONE,
TANEY, TEXAS, VERNON, WEBSTER AND WRIGHT COUNTIES
TRUCK DRIVERS:
 Traffic Control Service Driver        12.90           3.56+a
PAID HOLIDAYS: New Year's Day, Decoration Day, July 4th,
     Labor Day, Thanksgiving Day, Christmas Day,
     Employee's  birthday and 2 personal days.
----------------------------------------------------------------
 TEAM0541A  04/01/2003
                                     Rates           Fringes
CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES
 TRUCK DRIVERS:
  GROUP 1                              24.12           7.25
  GROUP 2                              23.59           7.25
  GROUP 3                              23.09           7.25
      TRUCK DRIVERS CLASSIFICATIONS
 GROUP 1:  Mechanics and Welders, Field; A-Frame Low Boy-Boom
 Truck Driver.
 GROUP 2:  Articulated Dump Truck; Insley Wagons: Dump Trucks,
 Excavating, 5 cu yds and over; Dumpsters; Half-Tracks:
 Speedace: Euclids & similar excavating equipment.
 Material trucks, Tandem Two teams; Semi-Trailers;
 Winch trucks-Fork trucks; Distributor Drivers
 and Operators; Agitator and Transit Mix; Tank Wagon
 Drivers, Tandem or Semi; One Team; Station Wagons;
 Pickup Trucks; Material Trucks, Single Axle; Tank
 Wagon Drivers, Single Axle
 GROUP 3:  Oilers and Greasers - Field
----------------------------------------------------------------
 TEAM0541C  03/25/2000
                                     Rates           Fringes
BATES, CASS, CLAY, HENRY, JACKSON, JOHNSON, LAFAYETTE, PLATTE,
AND RAY COUNTIES
TRUCK DRIVERS:
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| | | |
|---|---|---|
| Traffic Control Service Driver | 14.15 | 2.44+a |

a. PAID HOLIDAYS: New Year's Day, Decoration Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, Employee's birthday and 2 personal days.

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TEAM0682D 05/01/2002

| | Rates | Fringes |
|---|---|---|
| ST LOUIS CITY AND COUNTY | | |
| TRUCK DRIVERS: | | |
| GROUP 1 | 22.435 | 3.46+a+b |
| GROUP 2 | 22.635 | 3.46+a+b |
| GROUP 3 | 22.735 | 3.46+a+b |
| GROUP 4 | 21.925 | 3.46+a+b |

a. PENSION: $22.80 per day, $114.00 maximum per week.
b. HAZMAT PREMIUM: If Hazmat certification on a job site is required by a state or federal agency or requested by project owner or by the employer, employees on that job site shall receive $1.50 premium pay.

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1 - Pick-up trucks; forklift, single axle; flatbed trucks; job site ambulance, and trucks or trailers of a water level capacity of 11.99 cu. yds. or less
GROUP 2 - Trucks or trailers of a water level capacity of 12.0 cu yds. up to 22.0 cu yds. including euclids, speedace and similar equipment of same capacity and compressors
GROUP 3 - Trucks or trailers of a water level capacity of 22.0 cu. yds & over including euclids, speedace & all floats, flatbed trailers, boom trucks, winch trucks, including small trailers, farm wagons tilt-top trailers, field offices, tool trailers, concrete pumps, concrete conveyors & gasoline tank trailers and truck mounted mobile concrete mixers
GROUP 4 - Warehousemen.

FOOTNOTE FOR TRUCK DRIVERS:

a. PAID HOLIDAYS: Christmas Day, Independence Day, Labor Day, Memorial Day, Veterans Day, New Years Day, Thanksgiving Day

PAID VACATION: 3 days paid vacation for 600 hours of service in any one contract year; 4 days paid vacation for 800 hours of service in any one contract year; 5 days paid vacation for 1,000 hours of service in any one contract year.

When such an employee has completed 3 years of continuous employment with the same employer and then works the above required number of hours, he shall receive double the number of days of vacation specified above.

When such an employee has completed 10 years of continuous employment with the same employer and then works the above required number of hours, he shall receive triple the number of days of vacation specified above.

When such an employee has completed 15 years of continuous employment with the same employer and then works the above required number of hours, he shall receive 4 times the number of days of vacation specified above.

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TEAM0682E 05/01/2002

| | Rates | Fringes |
|---|---|---|
| ST.CHARLES, FRANKLIN, JEFFERSON, LINCOLN AND WARREN COUNTIES: | | |
| TRUCK DRIVERS: | | |
| GROUP 1 | 22.435 | 3.46+a+b+c |
| GROUP 2 | 22.635 | 3.46+a+b+c |
| GROUP 3 | 22.735 | 3.46+a+b+c |
| GROUP 4 | 21.925 | 3.46+a+b+c |

a.PAID HOLIDAYS: Christmas, Fourth of July, Labor Day, Memorial

Day, Veterans Day, to be celebrated on either its National Holiday or on the day after Thanksgiving, whichever is agreed upon by the Association and the Union, New Year's Day and Thanksgiving Day.

PAID VACATION: 3 days paid vacation for 600 hours of service in any one contract year; 4 days paid vacation for 800 hours of service in any one contract year; 5 days paid vacation for 1,000 hours of service in any one contract year.

When such an employee has completed 3 years of continuous employment with the same employer and then works the above required number of hours, he shall receive double the number of days of vacation specified above.

When such an employee has completed 10 years of continuous employment with the same employer and then works the above required number of hours, he shall receive triple the number of days of vacation specified above.

When such an employee has completed 15 years of continuous employmen with the same employer and then works the above required number of hours, he shall receive 4 times the number of days of vacation specified above.

b.Pension: $22.80 per day either worked or compensated to a maximum of $114.00 per week.

c.Hazmat Pay: If Hazmat Certification on a job site is required by a state or federal agency or requested by project owner or by the employer, employees on that job site shall receive $1.50 per hour premium pay.

TRUCK DRIVER CLASSIFICATIONS:

GROUP 1: Trucks or Trailers of a Water Level Capacity of 11.99 cu. yds. or less, Forklift Trucks, Job Site Ambulances, Pickup Trucks, Flatbed Trucks.

GROUP 2: Trucks or Trailers of a Water Level Capacity of 12.0 cu. yds. up to 22 cu. yds., Euclids, Speedace and Similar Equipment of Same Capacity and Compressors.

GROUP 3: Trucks or Trailers of a Water Level Capacity of 22.0 cu. yds. and over, Euclids and all Floats, Flatbed Trailers, Boom Trucks, Winch Trucks, Including Small Trailers, Farm Wagons, Tilt Top Trailers, Tool Trailers, Concrete Pumps, Concrete Conveyors, Gasoline Tank Trailers, Truck Mounted Mobile Concrete Mixers, End Dump, Side Dump and Articulated Dump Trucks.

GROUP 4: Warehousemen.

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

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

END OF GENERAL DECISION

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**General Decision Number: IA030031 02/13/2004**

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General Decision Number: IA030031 02/13/2004
Superseded General Decision Number: IA020031
State: Iowa
Construction Types: Heavy River Work
Counties: Iowa Statewide.
HEAVY CONSTRUCTION PROJECTS FOR WORK ON OR PERTAINING TO THE
MISSISSIPPI AND MISSOURI RIVERS.
Modification Number     Publication Date
            0             06/13/2003
            1             02/13/2004
* CARP0004-007 01/01/2004
SCOTT COUNTY
                                  Rates          Fringes
  Carpenter.....................$ 24.40             9.07
-----------------------------------------------------------------
* ENGI0150-008 06/01/2003
CEDAR, CLINTON, DES MOINES, LEE, LOUISA, MUSCATINE AND SCOTT
COUNTIES
                                  Rates          Fringes
  Power equipment operators:
    GROUP 1....................$ 23.80            11.45
    GROUP 2....................$ 23.80            11.45
    GROUP 3....................$ 21.15            11.45
    GROUP 4....................$ 21.15            11.45
    GROUP 5....................$ 20.10            11.45
  POWER EQUIPMENT OPERATOR CLASSIFICATIONS
  GROUP  1:Cranes; Shovel; Clamshell; Dragline; Backhoe;
  Derrick; Tower Crane; Cable Way; Concrete Spreaders
  (servicing 2 pavers); Asphalt Spreaders; Asphalt Mixer; Plant
  Engineers; Dipper Dredge Operator; Dipper Dredge Cranemen;
  Dual Purpose Trucks (Boom or Winch); Leverman or Engineman
  (Hydraulic Dredge); Mechanics; Paving Mixer with tower
  attached (two operators required); Piledriver;  Boom Tractor,
  Stationary, Portable or Floating Mixing Plant; Trenching
  Machine (over 40 HP), Building Hoist (2 drums), Hot Paint
  Wrapping Machine; Cleaning & Priming Machine, Backfiller
  (throw bucket), Locomotive Engineer; qualified Welder; Tow or
  Push Boat; Concrete Paver; Seaman trav-L-plant or similar
  Machine; CMI Autograder or similar machine; Slip Form Paver;
  Caisson Augering Machine, Mucking Machine, Asphalt Heat
  Planer Unit; Hydraulic Cranes; Mine Hoists.
  Group 2: Athey; Barber-Green; Euclid or Haiss loader; Asphalt
  Pug Mill; Fireman & Drier; Concrete Pump; Concrete
  Spreader(servicing 1 paver); Bulldozer; Endloader; Log
  Chippers or similar machines; Elevating Grader;Group
  Equipment Greaser, LeTourneaupul & similar machines; DW-10;
  Hyster Winch & similar machines; Motor Patrol; Power Blade;
  Push Cat; Tractor pulling elevating grader or power blade;
  Tractor operating scoop or scraper, Tractor with power
  Attachments; Roller on Asphalt or Blacktop; single drum
  hoist; Jaeger mix & Plant Machine; Pipe bending Machine;
  Flexaplane or similar Machine, Automatic Curbing Machine;
  Automatic Cement & Gravel batch plants (1 stop set-up);
  Seaman pulvi-mixer or similar Machine, Blastholer;
  Self-propelled Rotary Drill or similar Machines; Work Boat;
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Combination concrete finishing & float; Self-propelled sheep foot roller or compactor (used in conjunction with a grading spread); Asphalt Spreader Screed Operator; Slusher; Apsco Spreader or similar Machine; Forklift (over 6000 lbs. capacity or working at heights above 28 ft.); Concrete Conveyors, Chip Spreader; Underground Boring Machine; Straddle Carrier; Hydro-Hammer; Hydraulic Pumps or power Units driven by any power source (except manually); used to hoist or lift machinery or material; Off Road Haul Units.
GROUP 3: Asphalt Boosters; Firemen and Pump Operators at Asphalt Plants; Mud Jack; Concrete Finishing Machine, Form Grader with Roller on Earth; Mixers (3 Bag to 16-E); Power Operated Bull Float; Tractors without Power Attachments; Dope Pots (Agitating Motor); Dope Chop Machines; Distributors (back end); Portable Machine Fireman; Power winch on paving work; self- propelled roller or compactor (other than provided for above); Pump Operator (more than one well-point pump); Portable Crusher Operator, Trench Machine (under 40 hp); Power Subgrader (on forms) or similar machines, Forklift (6000 lb. or less cap.); Gypsum Pump; Conveyor over 20 hp.; Fuller Kenyon Cement Pump or similar machines.
GROUP 4: Light Plant; Mixers (1 or 2 bag); Power Batching Machine (Cement Auger or Conveyor); Boiler (Engineer or Fireman); Mechanical Broom; Automatic Cement and Gravel Batch Plants (two or three stop set-up); Small rubber-tired Tractors (nor including backhoe or endloaders); Self-propelled Curing Machine; Driver on Truck crane or similar machines.
GROUP 5: Oilers; Mechanical Heater (other than Steam Boiler), Belt Machine, Small Outboard Motor Boats Safety Boat & Lift Boat), Engine Driven Welding Machine & Small tractors (used to unroll wire mesh), Water Pumps, Air Compressors, Permanent Automatic Elevators.

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* ENGI0234-002 12/01/2003
REMAINING COUNTIES (with the exception of CLINTON, CEDAR, SCOTT, MUSCATINE, LOUISA, DES MOINES and LEE) to the State of MISSOURI on the Mississippi River)

| | Rates | Fringes |
|---|---|---|
| Power equipment operators: | | |
| GROUP 1 | $ 22.90 | 9.55 |
| GROUP 2 | $ 22.25 | 9.55 |
| GROUP 3 | $ 19.95 | 9.55 |

POWER EQUIPMENT OPERATOR CLASSIFICATIONS
GROUP 1: Power shovel, crane, backhoe (1.5 yd and over), dragline, hoisting engineer (steel erection), motor patrol (finish), piledriver, master mechanic, sideboom tractor, horizontal boring machine, finish dozer, central mix plant, paver or self propelled spreader, tow safety, or push boat, CMI paver, subgrader or equivalent, asphalt plant, pushcat, mechanics - welders, churn or rotary drill, trenching machine (Cleveland 80 or similar capacity), asphalt laydown, asphalt screed, asphalt heater planer, concrete pump, self-propelled curb machine (with seat), loader operator (2 cu yd and over), scraper, dozer (rough), group greaser, asphalt roller, backhoes of any size when digging building footings.
GROUP 2: Motor patrol (rough), concrete curb breaking machine, loader (under 2 yd), backhoe under 1/2 yd, concrete widening machine, paver breaker, Barber Green, Haiss loader or similar machines, crawler tractor (pulling disc, sheepsfoot, ripper, or flat roller), self-propelled sheepsfoot roller, self-propelled roller, dristributor, screening and washing plant, self-propelled vibrating

compactor, trenching machine, steel placing machine, conveyor, finishing machine (on concrete), flex plane, bullfloat, form grader, self-propelled elevator grader, water wagon on compaction
GROUP 3: Boiler, mechanical boom, oiler, welding machine, Pump (other than dredge), boom and winch trucks, compressor, tank car heater (combination boiler and booster), pumps on well points and deep wells for dewatering, truck crane combination driver-oiler, concrete curbing machine, batch plant (dry), spreader attachments, utility tractor with attachments, light plant mechanical heater, pumps over 3", farm type tractor (pulling disc, harrow or roller).

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* IRON0111-001 05/01/2003
SCOTT COUNTY

| | Rates | Fringes |
|---|---|---|
| Ironworker | $ 22.38 | 13.72 |

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* LABO0309-005 01/01/2003
SCOTT COUNTY

| | Rates | Fringes |
|---|---|---|
| Laborers: | | |
| GROUP 1 | $ 21.41 | 7.85 |
| GROUP 2 | $ 21.91 | 7.85 |
| GROUP 3 | $ 22.54 | 7.85 |

LABORER CLASSIFICATIONS
GROUP 1 - Flagman; Dumpman; Spotter; Broom Man; Landscaper; Planting & Removal of Trees; Fencing Laborers; Cleaning of Forms or Lumber (in Bone Yard); Laying of Sod; Moving and/or Maintenance of Flares & Barricades; Operation of all Hand, Electric, Air, Hydraulic or Mechanically Powered Tools under the the Laborers' including Jackhammer, Tamper, Air Spade, Auger, Concrete Saw, Chain Saw, Utility Saw, Rock Drill, Vibrator; Mortar Mixer; Power & Hand Saw (When Clearing Timber); General Laborer; Material Handler; Form Handler; Concrete Dumper; Puddler; Explosives Handler; Center Strip Handler & Installer; Prime Mover or any Mechanical Device Taking the Place of Concrete Buggy or Wheelbarrow; Sandpoint Setter; Asphalt Kettleman; Sheeting Hammer Driver; Laying & Jointing of Telephone Conduit; Gas Distribution Man; Pipe Setter On Lateral, Drain Tile, Culvert Pipe & Storm Sewer; Catch Basin Lead; Catch Basin; Manholes; Batch Dumper; Tank Cleaner; Cofferdam Worker; Bankman on Floating Plant; Jointman With Pipelayer; Back-up Man (Corker, Joint Maker) With Pipe Setter On Sewer & Water Main; Batterboard Man or Laser Operator on Sewer & Water Main; Laborer in Ditch or Tunnel, on Sewer or Water Main & Telephone Conduit, Cutters; Burners; Torchman; Gravel Box Man; Asphalt Plant; Concrete Plant; Deck Hand; Unloading of Steel & Rebar; & Wrecking Laborers
GROUP 2 - Asphalt Raker or Luteman; Pipe Setter on Sewer or Water Main; Gunnite Nozzle Man; Asphalt or Concrete Curb Machine Operator; Concrete Burning Machine Operator; & Coring Machine Operator; Hazardous Waste Worker; Asbestos Abatement Worker
GROUP 3 - Concrete Specialist (All work relating to but not limited to pouring, striking of & finishing all concrete surfaces)

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PLAS0544-001 01/01/2003
SCOTT COUNTY

| | Rates | Fringes |
|---|---|---|
| Cement Mason | $ 22.01 | 8.55 |

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SUIA2002-002 12/01/2003

| | Rates | Fringes |
|---|---|---|
| Carpenter | $ 21.75 | 5.40 |
| Cement Mason | $ 20.67 | 5.00 |
| Ironworkers: (setting of all structural steel and reinforcing steel installation:) | | |
| Des Moines and Lee Counties | $ 21.35 | 9.41 |
| Dubuque, Clayton & Allamakee Counties | $ 21.71 | 9.03 |
| Harrison, Pottawattamie, Mills & Fremont Counties | $ 22.20 | 6.92 |
| Jackson, Clinton, Louisa & Muscatine Counties | $ 23.13 | 12.47 |
| Woodbury & Monona Counties | $ 18.66 | 6.45 |
| Laborers: | | |
| Class 1 | $ 21.68 | 4.75 |
| Class 2 | $ 20.68 | 4.75 |
| Class 3 | $ 17.00 | 4.75 |
| Class 4 | $ 21.00 | 7.35 |
| Truck Driver | $ 19.35 | 6.00 |

LABORERS CLASSIFICATIONS

GROUP 1: Pipelayers, sandblaster, gunite nozzleman, diamond and core drills powered by air, sewer utility man and laser operator, all work performed by laborers working from a bos'n chair, swinging stage, tagline or block and tackle, drill operators of air tracks, wagon drills and similar drills, steel highway formsetter, stingman, powerman blaster, asphalt luteman and rakers, asphalt distributor operators, concrete saw operators, and skilled concrete laborers, deckhands.

GROUP 2: Tree climber, form setter, potmen (not mechanical), depth grade checker, and cutting torches on demolition work, trencher operator (walk behind), safety boat operators, power buggyman, concrete and paving sawmen, form line and expansion joint assembler, bottomman, caulker-jointer and painter (striper), timber and chair-sawman, mechanical stresser or strechman on post-tension or pre-stressed concrete on or off job, form tamper, air-gas and electric tool opertors-vibrators- Barcohammer-Pavec-tampers-electric drills-hammers and jackhammers, tree groundman, chair tenders-tool room men and checkers, concrete processing material and monitors, stringman on paving work, broom operator (not self propelled), fence erectors, handling and placing of metal mesh, dowel bars, reinforcing baars and chairs, dumpmen and spotters, carring reinforcing rods, corrugated culvert pipe, stake chaser, seeding or mulching and planting of trees shrubs and flowers, water pumps (under 3"), compressors (under 400 CFM), general laborer, rodman, hot asphalt labor, carpenter tender, concrete finisher tender.

GROUP 3: Waterboy, flagman, flagger/traffic control, watchman. GROUP 4: Hazardous Waste Removal

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TEAM0371-001 01/01/2002

SCOTT COUNTY

| | Rates | Fringes |
|---|---|---|
| Truck drivers: | | |
| GROUP 1 | $ 23.24 | 4.36+a |

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    GROUP 2.....................$ 23.64          4.36+a
    GROUP 3.....................$ 23.09          4.36+a
    GROUP 4.....................$ 24.09          4.36+a
    GROUP 5.....................$ 24.84          4.36+a
  Footnote:
  a.  $25.60 per day or $128.00 per week maximum.
                    TRUCK DRIVERS CLASSIFICATIONS
  GROUP 1: Drivers on 2 axle trucks hauling less than 9 tons ,
  air compressor and welding machines and brooms, including
  those pulled by separate units, warehousemen, greasers and
  tiremen, pick- up-trucks when hauling material, tools or men
  to and from and on the job site, and forklifts up to 6,000 lb
  capacity
  GROUP 2: 2 or 3 axle trucks hauling more than 9 tons but
  hauling less than 16 tons. A-frame winch trucks, or similar
  equipment when used for transportation purposes. Forklifts
  over 6,000 lb capacity, winch trucks, and four axle
  combination units.
  GROUP 3:  2, 3, and 4 axles hauling 16 tons or more, water
  pulls, 5 axles or more combination units
  GROUP 4:  Oil distributors, lowboys
  GROUP 5:  Drivers who require special protective clothing
  while employed on hazardous waste work.
-----------------------------------------------------------------
WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.
=================================================================
Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).
-----------------------------------------------------------------
In the listing above, the "SU" designation means that rates
listed under the identifier do not reflect collectively
bargained wage and fringe benefit rates.  Other designations
indicate unions whose rates have been determined to be
prevailing.
-----------------------------------------------------------------
                     WAGE DETERMINATION APPEALS PROCESS
1.) Has there been an initial decision in the matter? This can
be:
*  an existing published wage determination
*  a survey underlying a wage determination
*  a Wage and Hour Division letter setting forth a position on
   a wage determination matter
*  a conformance (additional classification and rate) ruling
On survey related matters, initial contact, including requests
for summaries of surveys, should be with the Wage and Hour
Regional Office for the area in which the survey was conducted
because those Regional Offices have responsibility for the
Davis-Bacon survey program. If the response from this initial
contact is not satisfactory, then the process described in 2.)
and 3.) should be followed.
With regard to any other matter not yet ripe for the formal
process described here, initial contact should be with the
Branch of Construction Wage Determinations.  Write to:
       Branch of Construction Wage Determinations
       Wage and Hour Division
       U.S. Department of Labor
       200 Constitution Avenue, N.W.
       Washington, DC 20210
2.) If the answer to the question in 1.) is yes, then an
interested party (those affected by the action) can request
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review and reconsideration from the Wage and Hour Administrator
(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:
       Wage and Hour Administrator
       U.S. Department of Labor
       200 Constitution Avenue, N.W.
       Washington, DC 20210
The request should be accompanied by a full statement of the
interested party's position and by any information (wage
payment data, project description, area practice material,
etc.) that the requestor considers relevant to the issue.
3.) If the decision of the Administrator is not favorable, an
interested party may appeal directly to the Administrative
Review Board (formerly the Wage Appeals Board).  Write to:
       Administrative Review Board
       U.S. Department of Labor
       200 Constitution Avenue, N.W.
       Washington, DC 20210
4.) All decisions by the Administrative Review Board are final.
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          END OF GENERAL DECISION
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00800.13

# SECTION 00800 - SPECIAL CLAUSES

1. PERIOD OF HIRE, EXTENSION, SUSPENSION AND TERMINATION.

a. The contract time will be those hours as stated in Bid Item No. 0002, unless it should become necessary to terminate the contract earlier.

b. At the option of the Government, the contract hours may be extended so as to permit continuous use of said plant or equipment, not extending, however, beyond 1 year from Notice to Proceed but with the option of extending the contract for a period of two additional years. The rates set forth in the contract shall apply to any increase made pursuant to this option provision. The Contractor will be notified of intent to exercise the extension option not less than 5 days prior to expiration of the contract period.

c. The Contracting Officer reserves the right to suspend operations whenever, in his/her opinion, river or other conditions make dredging operations unsafe, impracticable or uneconomical. If during the period of suspension order by the Contracting Officer, the dredge and attendant plant are removed at the convenience of the Contractor from the site of assignment on which operations are suspended, the plant shall be returned to operations under the contract within five (5) calendar days of receipt by the Contractor of notice to resume operations. Such periods of suspension of operations when ordered by the Contracting Officer will not be counted as a part of the contract work period.

d. Time used under paragraph 1.1.6(1) through (7) of SECTION 01025 will not be counted as part of the contract time for payment.

e. The Government may terminate this contract by giving 5 days written notice at any time after the date of acceptance of the dredge by the Government. The Government at any time may terminate the contract after an extension has been exercised by giving the Contractor a one-day written notice. Termination shall be without additional cost to the Government other than payment of the lump sum(s) for mobilization and demobilization. If work is started prior to termination, payment for Items 0002 and 0003 will be made at hourly rates as stipulated in accordance with SECTION 01025 of the General Requirements for the hours the dredge and attendant plant works before termination.

2. PAY REQUESTS. Pay requests authorized in the Contract Clause entitled "Payments Under Fixed-Price Construction Contracts", will be paid pursuant to the clause entitled "Prompt Payment for Construction Contracts". Pay requests shall be submitted by invoice. All information and substantiation required by the identified contract clauses shall be submitted and the required certification shall be included, signed by an authorized official of the Contractor and dated when signed. The designated billing office is the St. Louis District Office (CEMVS-CO-TO).

3. PHYSICAL DATA (APR 1984). FAR 52.236-4. Data and information furnished or referred to below is furnished for the Contractor's information. The Government shall not be responsible for any interpretation of or

conclusion drawn from the data or information by the Contractor.

a. Physical Conditions. The material to be dredged may consist of sand, heavy mussel shell, cobbles, gravel, logs, silt, mud and clay, stumps, roots, riprap, rock dikes, and miscellaneous debris. The dredge shall be equipped with suitable pump impellers and cutters to efficiently handle these varying materials. Other dredges including Government and other Contractor's dredges may be working in the same area at the same time.

b. Weather Conditions. Information with respect to temperatures and precipitation may be obtained from the National Weather Service.

c. Transportation Facilities. Railroads and highways serve the general area of the work. Water transportation is available to the site of the work.

d. Condition of River Channel. Data relating to river stages, soundings, flow, and historical dredging and disposal locations may be examined at the office of the Dept. of the Army, St. Louis District, Corps of Engineers St. Louis, Missouri. The mean river stages on gages in the vicinity of the work are shown on the charts at the end of the Special Clauses.

e. Channel Traffic. There is moderate commercial and pleasure traffic operating in the Mississippi and Illinois Rivers adjacent to the site. The passage of large craft may delay operations in the channel.

f. Obstruction of Channel. The Government will not undertake to keep the channel free from vessels or other obstructions, except to the extent of such regulations, if any, as may be prescribed by the Secretary of the Army, in accordance with the provisions of Section 7 of the River and Harbor Act approved 8 August 1917. The Contractor will be required to conduct the work in such manner as to obstruct navigation as little as possible, and in case the Contractor's plant so obstructs the channel as to make difficult or endanger the passage of vessels, said plant shall be promptly moved on the approach of any vessel to such an extent as may be necessary to afford a practicable passage. Upon completion of the work under this contract, all plant including ranges, buoys, piles, and other marks placed in navigable waters or on shore by the Contractor, shall be promptly removed.

g. The work required may consist of making or enlarging dredge cuts, and dredging in various restricted channels, side channels, chutes, lock approaches, harbors, etc. Current velocities may vary from 0.5 to 7.5 feet per second.

h. Working In the Vicinity of Structures and Utility Crossing.

(1) The Contractor shall exercise caution when working in the vicinity of structures and utility crossings or adjacent to the channel or disposal areas. Repair of any damage resulting from excessive or improper excavation in the bottom or side slopes of the channel will be the responsibility of the Contractor. Where dredging to the required elevation might endanger any structure, the Contracting Officer may reduce the required excavation in the vicinity of such structure.

(2) The Contractor shall provide at least project channel dimensions over all utility crossings. The Contractor shall submit for

approval by the Contracting Officer a detailed plan of operation at each pipeline or utility crossing where construction surveys indicated project channel does not exist. The plan shall contain emergency measures to be taken in the event of an accident. The Contractor shall notify the owners of pipelines or utilities at least three calendar days prior to operating within 150 feet of a pipeline or utility. The Government will not be responsible for any damage to structure or utilities due to the Contractor's deviation from the approved plan.

(3) Any unidentified pipelines or structures which may be found within the limits of work shall not be disturbed nor shall dredging or the disposal of dredged material be performed at these locations unless, and until, approved by the Contracting Officer.

4. CONDITIONS AFFECTING THE WORK. Bidders should take steps as may be reasonably necessary to ascertain the nature and location of the work, and the general and local conditions, which can affect the work or the cost thereof. Failure to do so will not relieve bidders from responsibility for estimating properly the difficulty or cost of successfully performing the work. The Government will assume no responsibility for any understanding or representatives concerning conditions made by any of its officers or agents prior to the execution of the contract, unless included in the invitation for bids, the specifications, or related documents. Information concerning site conditions may be obtained from Mr. Lance Engle, Dredging Operations Project Manager (314-263-4708) or Mr. Paul Kornberger, Technical Operations (314-331-8585).

5. CONTRACTOR'S RESPONSIBILITY. The Contractor shall be responsible that its employees strictly comply with all Federal, State, and municipal laws that may apply to operations under the contract; and it is understood and agreed that the Contractor assumes full responsibility for the safety of its employees, plant, and materials, and for any damages or injury done by or to them from any source or cause, except damage caused to plant or equipment by acts of the Government, its officers, agents or employees, in which event such damages will be the responsibility of the Government in accordance with applicable Federal laws. For the purpose of this clause, the terms "officers, agents or employees" of the Government shall not include persons who are employed by the Contractor and whose services have been furnished to the Government pursuant to this or any other contract.

a. Fuel Consumption Reporting Requirements. On the last Friday of each month, the Contractor shall furnish, to the Government Representative, a report of the quantities of fuel consumed during the previous month in execution of the work covered by the contract. The quantities reported shall include fuel consumed by the Contractor and all of its subcontractors for the main plant and all support plant during the preceding month and shall include cost of fuel. This information may be consolidated and will be included in this Report of Operations - Pipeline, Dipper or Bucket Dredges, ENG Form 4267 that is routinely prepared by the Government Representative.

b. Responsibility for Contractor Plant and Government Property. The Government will not be responsible for the dredge and attendant plant, any Government property aboard the dredge or attendant plant, or any accidental damage thereto during the period of the contract. The Contractor shall release the Government and its officers and agents from all responsibility for damages to dock facilities, submerged and aerial crossings, bridges, moored vessels,

or other damages ordinarily covered by fire and marine insurance.

c. Warranty. The Contractor warrants to the Government the quiet and peaceable use of the aforesaid property, and in case of any disturbance, by suit or otherwise, will defend the same free of charge to the Government in or before the proper State or United States court.

d. Delays. If the Contractor refuses or fails to make delivery of the property within the time specified or any extension thereof, as provided in the specifications, or to maintain the property in serviceable condition and diligently and competently to conduct the specified operations as indicated by the Contracting Officer, the Government may, by written notice, terminate the right of the Contractor to proceed with delivery or with further performance under the contract or such part or parts thereof affected by the delay. In such event the Government may use or procure similar property by contract or otherwise and the Contractor shall be liable to the Government for any excess cost occasioned thereby. Unless otherwise provided in the specifications, the Government shall not be chargeable for out-of-service time due to breakdown not caused by the act or negligence of the Government or its agents.

6. AVAILABILITY OF COMMERCIAL SPECIFICATIONS, STANDARDS, AND DESCRIPTIONS. These specifications, standards, and descriptions are not available from Government sources. They may be obtained from the publishers listed below. See Paragraph entitled, "Availability of Specifications Listed in The DOD Index of Specifications and Standards (DODISS)", of the Instructions to Bidders for the availability of non-commercial specifications.

May Be Obtained From:

Corps of Engineers, U.S. Army (EM)
(To be obtained from Superintendent of Documents,
U. S. Government Printing Office
Washington, DC 20402)

7. LAYOUT OF WORK.

a. The Contractor will be held responsible for the execution of the work at such locations and to such lines, grades, and widths of cut as may be prescribed by the Contracting Officer. The Government inspector will direct the establishment and maintenance by the Contractor of the marks and references for locating the starting point of each dredging site and for the subsequent control of dredging alignment, depth, and width, but the presence of absence of the inspector shall not relieve the Contractor of responsibility for proper execution of the work. The Contractor shall furnish, install, maintain, and preserve, in sufficient numbers to properly control the dredging alignment and cutting depth, all necessary gage boards, range marks, dredging buoys, spoil area buoys, lights, differential global positioning system, and any other location marks prescribed by the Government inspector until authorized to remove them. If such gages, buoys, lights, or other marks are displaced or destroyed for any reason prior to their authorized removal, the Contractor shall re-establish, relocate, or replace them as directed by the Government inspector, or should the Contractor fail to do so promptly, they may be replaced by the Contracting Officer and the expense thereof will be deducted from amounts due or to become due to the Contractor.

b. A Government inspector, as the representative of the Contracting Officer, will check daily on the progress of the work and consult with the Contractor's Superintendent. The Government inspector will direct the establishment and maintenance by the Contractor of the marks and references for locating the starting point of each dredging cut and for the subsequent control of dredging, alignment, depth, and width of cut.

c. The Contractor shall:

(1) Furnish, upon request of the Government inspector, the inspection tender or launch specified in paragraph 2.2.3(2) of SECTION 02480 of the Technical Provisions, and personnel as required for the purpose of survey, pre-dredge layout, or inspection work, and transportation between the dredge, all items of attendant plant and disposal areas, and all points on shore related to the dredging work.

(2) Furnish, upon request of the Government inspector, when the dredge is within 20 miles of its next job, either dredging or in transit, the inspection tender or launch and personnel as required for the purpose of survey and pre-dredge layout work at next dredging site.

(3) Furnish, upon request of any Government inspector, timekeeper or other Government employee, suitable transportation between the Contractor's landing flat, the dredge, all items of attendant plant and disposal area, and return.

(4) Furnish to the Government inspector or Government timekeepers on board the dredge, all required records, reports, charts, logs, etc.

8. SAFETY AND HEALTH REQUIREMENTS MANUAL EM 385-1-1. Safety and Health Requirements Manual EM 385-1-1, dated November 3, 2003, forms a part of these specifications.

9. ACCIDENT INVESTIGATIONS AND REPORTING. Refer to EM 385-1-1, Paragraph 01.D. Accidents shall be investigated and reports completed by the immediate supervisor of the employee(s) involved and reported to the Contracting Officer or an authorized representative within one working day after the accident occurs. The accident Investigation report shall be made on ENG Form 3394.

10. ACCIDENT PREVENTION PROGRAM. Refer to Contract Clause FAR 52.236-13 entitled, "Accident Prevention". Within 15 days after receipt of Notice of Award of the contract, and at least 7 days prior to the prework conference, the original and one copy of the Accident Prevention Program shall be submitted to the Contracting Officer for review. The program shall be prepared in the following format:

a. An executed LMV Form 358R, Administrative Plan.

b. An executed LMV Form 359R, Activity Hazard Analysis.

c. A copy of company policy statement of accident prevention and any other guidance statements normally provided new employees. Each company employee shall be required to sign the company policy statement of accident prevention to verify that all employees have been informed of the safety

program, and such signed statements shall be maintained at the project site.

d. When marine plant and equipment are in use under a contract, the method of fuel oil transfer shall be included on LMV Form 414R, Fuel Oil Transfer (refer to 33 CFR 156).

The Contractor shall not commence physical work at the site until the program has been reviewed and found acceptable by the Contracting Officer, or an authorized representative. At the Contracting Officer's discretion, the Contractor may submit its Activity Hazard Analysis only for the first phase of construction provided that it is accompanied by an outline of the remaining phases of construction. All remaining phases shall be submitted and accepted prior to the beginning of work in each phase. Also refer to Section 1 of EM 385-1-1.

e. Dredging Safety Management Program. If the Contractor is a currently accepted participant in the Dredging Contractors of America (DCA)/United States Army Corps of Engineers (USACE) Dredging Safety Management Program (DSMP), as determined by the DCA/USACE Joint Committee, and holds a current valid Certificate of Compliance for both the Contractor Program and the Dredge(s) to be used to perform the work required under this contract, the Contractor may, in lieu of the submission of an Accident Prevention Plan (APP):

(1) Make available for review, upon request, the Contractor’s current Safety
Management System (SMS) documentation,

(2) Submit to the Contracting Officer the current valid Company Certificate
of Compliance for its SMS,

(3) Submit the current dredge(s) Certificate of Compliance based on third
party audit, and

(4) Submit for review and acceptance, site-specific addenda to the SMS as specified in the solicitation.

11. DAILY INSPECTIONS. The Contractor shall perform daily safety inspections and record them on the forms approved by the Contracting Officer. Reports of daily inspections shall be maintained at the job site. The reports shall be records of the daily inspections and resulting actions. Each report shall include, as a minimum, the following:

a. Phase(s) of construction underway during the inspection.
b. Locations of areas inspections were made.
c. Results of inspection, including nature of deficiencies observed and corrective actions taken, or to be taken, date, and signature of the person responsible for its contents.

12. ENVIRONMENTAL LITIGATION.

(a) If the performance of all or any part of the work is ordered by a court of competent jurisdiction to be suspended, delayed, or interrupted as a result of environmental litigation, as defined below, the Contracting

Officer, at the request of the Contractor, shall determine whether the order is due in any part to the acts or omissions of the Contractor or a Subcontractor at any tier not required by the terms of this contract. If it is determined that the order is not due in any part to acts or omissions of the Contractor or a Subcontractor at any tier other than as required by the terms of this contract, such suspension, delay, or interruption shall be considered as if ordered by the Contracting Officer in the administration of this contract under the terms of the Contract Clause entitled "Suspension of Work".

(b) The term "environmental litigation", as used herein, means a lawsuit alleging that the work will have an adverse effect on the environment or that the Government has not duly considered, either substantively or procedurally, the effect of the work on the environment.

13. SUBCONTRACTS. In accordance with the Contract Clause entitled "Subcontracts", the Contractor shall, within seven days after the award of any subcontract by the Contractor or a Subcontractor, deliver to the Contracting Officer two copies of a completed Standard Form 1413. Both copies must contain the original signatures of both parties.

14. REQUIRED INSURANCE - WORK ON A NON-GOVERNMENT INSTALLATION.

a. The Contractor shall, at its own expense, provide and maintain during the entire performance period of this contact at least the kinds and minimum amounts of insurance required in the following schedule:

(1) Workmen's Compensation. Amounts required by applicable jurisdictional statutes.

(2) Employer's Liability Insurance. $100,000

(3) Comprehensive General Liability Insurance.

Bodily Injury - $500,000 per occurrence

(4) Comprehensive Automobile Insurance.

| | | |
|---|---|---|
| Bodily Injury | - | $200,000 each person |
| | | $500,000 each accident |
| Property Damage | - | $ 20,000 each accident |

b. Within 15 days after receipt of Notice of Award and before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

c. The Contractor shall insert the substance of this clause, including this paragraph c, in subcontracts under this contract and shall require subcontractors to provide and maintain the insurance required in paragraph a above. The Contractor shall maintain a copy of all

subcontractor's proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

d. Statements of insurance should be submitted to the following address:

Department of the Army
St. Louis District, Corps of Engineers
ATTN: CEMVS-CO-TO
1222 Spruce Street
St. Louis, MO 63103-2833

15. CONTAMINATION OF WATER. In addition to the requirements set forth in 01430-1.2, Protection of Water Resources, the Contractor shall take positive protective measures to prevent spillage of potential pollutant materials such as fuel, emulsion materials, chemicals etc., from storage containers or equipment, into lakes or tributary waters. Such positive protective measures may include, but not limited to, the following:

(1) A berm enclosure of sufficient capacity to contain such materials.

(2) Security measures to prevent acts of vandalism which could result in spillage of such materials (fences, guards, etc.).

(3) Storage of such materials in an area where the terrain would preclude leakage into lake or tributary waters.

(4) Utilization of secure Government storage areas if the Contracting Officer indicates such space is available. No storage past immediate needs (2 days) without the consent of the Contracting Officer.

16. ORDER AND COORDINATION OF WORK. The Contractor may start and complete the work in such order and sequence as desired subject to compliance with the following paragraphs:

a. The work consists of furnishing, delivering, and operating one cutterhead, hydraulic, pipeline dredge having a pump discharge of not less than 20-inch diameter, with attendant plant. The dredge shall perform channel maintenance dredging and environmental dredging in side channels and chutes, on the Upper Mississippi River between Miles 583.0 and 0.0 and on the Illinois River between Miles 291.0 and 0.0, and possibly on the Kaskaskia River between Miles 0.8 and 0.0, Ohio River between Miles 918.5 and 981.0, and SEMO Port Mile 48.0. The dredge will be used primarily to make or enlarge dredge cuts in various constricted channels, side channels, chutes, lock approaches and harbors. The dredge shall perform channel maintenance dredging 24 hours per day, seven days per week, including holidays and weekends, and be moved expeditiously to succeeding work sites at a number of locations. Dredged material is expected to consist of sand, heavy mussel shells, cobbles, gravel, logs, driftwood, silt, mold, clay, stumps, roots, riprap, rock and timber dikes, willow trees, and miscellaneous debris. At most locations, dredged material shall be placed in the river. It is possible that some locations will require disposal in the form of islands, wetlands, or in confined areas for environmental purposes.

b. The Contractor shall deliver the dredge and attendant plant, excluding on-shore disposal equipment, ready for operation at the Corps of

Engineers Service Base, St. Louis, Missouri, Upper Mississippi River Mile 177.0 within 10 calendar days after the Contractor receives Notice to Proceed. Upon arrival of the dredge and all of the attendant plant at the site of delivery, the Contracting Officer's authorized representative may inspect the plant. The Contractor will be notified of acceptance or rejection of the plant within 24 hours after delivery. If accepted, the dredge will be given an assignment immediately.

c. Control.

(l) A representative of the Contracting Officer will be present at all times to issue work assignments and instructions with reference to work; however, the actual supervision and direction of dredging operations shall be the responsibility of the Contractor.

(2) The Contractor or a representative with full authority to act for him with reference to care and operation of the plant shall be on the site of the work at all times.

d. Due to changing river conditions a contract may or may not be awarded.

17. MEANS OF ESCAPE FOR PERSONNEL QUARTERED OR WORKING ON FLOATING PLANT. Two means of escape shall be provided for assembly, sleeping, and messing areas on floating plants. For areas involving 10 or more persons, both means of egress shall be through standard size doors opening to different exit routes. Where 9 or fewer persons are involved, one of the means of escape may be a window (minimum dimensions 24-inch by 36-inch) which leads to a different exit route. Refer to Section 19 of EM 385-1-1.

18. EMERGENCY ALARMS AND SIGNALS.

a. Alarms. Emergency alarms shall be installed and maintained on all floating plant requiring a crew where it is possible for either a passenger or crewman to be out of sight or hearing from any other person. The alarm system shall be operated from the primary electrical system with standby batteries on trickle charge that will automatically furnish the required energy during an electrical-system failure. A sufficient number of signaling devices shall be placed on each deck so that the sound can be heard distinctly at any point above the usual background noise. All signaling devices shall be so interconnected that actuation can occur from at least one strategic point on each deck.

b. Signals.

(1) Fire Alarm Signals. The general fire alarm signal shall be in accordance with para 97.13-15b of the Coast Guard Rules and Regulations for Cargo and Miscellaneous Vessels, Subchapter I, 1 Sep 77 (CG 257).

(2) Abandon Ship Signals. The signal for abandon ship shall be in accordance with paragraph 97.13-15c of reference cited in (1) above.

(3) Man-Overboard Signal. Hail and pass the word to the bridge. All personnel and vessels capable of rendering assistance shall respond.

c. Mooring Lines. Eye loops on mooring lines will be equipped with beckets or handling ropes to protect the hands of deckhands.

19. NOT USED.

20. OBSTRUCTION OF NAVIGABLE WATERWAYS (DEC 1991). DFARS 252.236-7002.

(a) The Contractor shall--

(1) Promptly recover and remove any material, plant, machinery, or appliance which the contractor loses, dumps, throws overboard, sinks, or misplaces, and which, in the opinion of the Contracting Officer, may be dangerous to or obstruct navigation;

(2) Give immediate notice, with description and locations of any such obstructions, to the Contracting Officer, and

(3) When required by the Contracting Officer, mark or buoy such obstructions until the same are removed.

(b) The Contracting Officer may--

(1) Remove the obstructions by contract or otherwise should the Contractor refuse, neglect, or delay compliance with paragraph (a) of this clause; and

(2) Deduct the cost of removal from any monies due or to become due to the Contractor, or

(3) Recover the cost of removal under the Contractor's bond.

(c) The Contractor's liability for the removal of a vessel wrecked or sunk without fault or negligence is limited to that provided in Sections 15, 19, and 20 of the River and Harbor Act of March 3, 1899 (33 U.S.C. 410 et.seq.).

21. SIGNAL LIGHTS. The Contractor shall display signal lights and conduct its operations in accordance with the General Regulations of the Department of the Army and of the Coast Guard governing lights and day signals to be displayed by towing vessels with tows on which no signals can be displayed, vessels working on wrecks, dredges, and vessels engaged in laying cables or pipe in submarine or bank protection operations, lights to be displayed on dredge pipe lines, and day signals to be displayed by vessels of more than 65 feet in length moored or anchored in a fairway or channel, and the passing by other vessels of floating plant working in navigable channels, as set forth in Commandant U.S. Coast Guard Instruction M16672.2, Navigation Rules: International-Inland (Comdtinst M16672.2) or 33 CFR 81 Appendix A (International) and 33 CFR 84 through 33 CFR 89 (Inland) as applicable.

22. INSPECTION FACILITIES.

a. In order to facilitate inspection, the Contractor will be required, without additional cost to the Government:

(1) To furnish, on the request of the Contracting Officer or any inspector, the use of such boats, boatmen, laborers, and material forming a part of the ordinary and usual equipment and crew of the plant as may be reasonably necessary in inspecting the work.

(2) To furnish, on the request of the Contracting Officer or any inspector, suitable transportation from all points on shore designated by the Contracting Officer to and from the various pieces of plant.

b. Should the Contractor refuse, neglect, or delay compliance with these requirements, the specific facilities may be furnished and maintained by the Contracting Officer, and the cost thereof will be deducted from any amounts due or to become due the Contractor.

23. YEAR 2000 COMPLIANCE (Y2K). In accordance with FAR 39.106, 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. The Contractor shall:

(a) 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 that may be affected by the Y2K compliance requirement;

(b) Indicate whether each component is currently Year 2000 compliant or requires an upgrade for compliance prior to Government acceptance.

24. PARTNERING. In order to most effectively accomplish this contract, the Government is willing to form a cohesive partnership with the Contractor. This partnership would strive to draw on the strengths of each organization in an effort to achieve a quality project done right the first time, within budget, and on schedule. This partnership would be bilateral in make-up and partnership will be totally voluntary. Any cost associated with effectuating this partnership will be agreed to by all parties and will be shared equally with no change in contract price.

SECTION 01025
MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.1 DREDGING 01025-1

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

01025.13

# SECTION 01025
# MEASUREMENT AND PAYMENT

## PART 1 - GENERAL

### 1.1 DREDGING.

1.1.1 Pay Time shall begin on the date and hour of acceptance of the dredge and attendant plant by the Contracting Officer, as provided in the Contract Clause entitled "Commencement, Prosecution and Completion of Work", subject to the restrictions for unserviceable plant described in 2.2.6 of SECTION 02480, and extended periods of suspension of operation described hereinafter. Pay time shall end when the dredge and attendant plant are released to the Contractor. Pay time will be computed on the basis of hours and fractions thereof for effective time and hours and fractions thereof for non-effective time. Time will be calculated to the nearest minute for payment. Payment will be made monthly.

1.1.2 The following will be considered effective time and will be paid for at the appropriate contract unit price for Item 0002:

(1) Actual time of dredging when the dredge is in operation, with the cutterhead moving material, and such material is being passed through the pipeline at a rate normal for the length of pipeline and the material being pumped, subject to the provisions for time lost due to suspension of operations based on lack of dredge output per working hour described hereinafter.

(2) If dredge output for a specific dredge cut does not meet minimum requirements as specified in paragraph 2.1.2(3) of SECTION 02480, payment for effective time will be reduced by a factor of the ratio of the actual output to the bid output for the entire dredge cut. See following paragraph for example.

EXAMPLE: If the bid output is 1133 c.y./hour (Chart, Page 02480-3), and the actual output is 1000 c.y./hour, payment for effective time would be reduced to 1000/1133 or 0.8826 times the bid effective time.

1.1.3 The following will be considered non-effective time and will be paid for at the contract unit price for non-effective time for Item 0003:

(1) Changing locations of plant within a job assignment caused by obstruction such as moored or waiting vessels, moving the dredge from one lateral dredge cut to another, stepping back to sweep, dredge flare or fan section, or other circumstances that would cause short delays in the pumping time due to dredge relocation.

(2) Actual time lost due to inclement weather (fog, wind, thunderstorms, etc.) on an assignment or while enroute between assignments.

(3) Actual time lost due to dredge standby time at the direction of the Contracting Officer's Representative. This paragraph is to provide for situations caused by significant increases in river stages, ice conditions, floating drift, or other situations that are beyond the control of the Contractor and which delay dredging operations only a few hours, but

conceivably up to several days (e.g., when the dredge, upon arrival at the job site, is prevented from starting work immediately because another dredge or vessel is temporarily in the way; when the dredge must standby to permit coordination of vessel lockage or other Government work in the immediate area). This paragraph does not cover the temporary suspension periods provided for under 1.c of SECTION 00800.

(4) Actual time lost up to but not in excess of 4 hours due to each dredge shutdown authorized by the Contracting Officer's Representative for the purpose of changing dredge cutterhead to a cutterhead of a different type or for the purpose of replacing the pump impeller with either a different diameter impeller or an impeller with a different number of vanes than that of the impeller being used. Actual time lost for the purpose of installing or replacing knives in the pump or wipers on the cutter as authorized by the Contracting Officer's Representative. The payments are authorized to obtain the greatest efficiency of operations under changing conditions such as varying materials, lengths of line, etc. Time lost for replacement of impellers or cutterheads that have lost their efficiency or are worn out will not be paid for.

(5) Actual time lost up to but not in excess of 4 hours due to each dredge shutdown authorized by the Contracting Officer's Representative for the purpose of changing spuds to different lengths.

(6) Time consumed in making such openings in floating discharge pipelines or in swinging to one side of channel and slacking off of the swinging wires as may be necessary for the passage of vessels. The Contractor will be responsible for making such openings upon signal of any vessel or craft desiring to pass.

(7) Actual time moving and changing swinging anchors, changing wires to previously prepared pendants, and making necessary changes in discharge lines as required by the progress of the work, such as adding or removing pontoon discharge piping, or making changes as may be necessary due to working conditions, changing river stages, or damages caused by drift or ice.

(8) Actual time consumed in removal of logs, driftwood, etc., from the pump, pipeline and cutterhead including flushing discharge line and backflushing suction of removal of drift from the pontoons.

(9) Time consumed in preparing the dredge and attendant plant to be moved to a new location and the time consumed in preparing the dredge and attendant plant for dredging at the new location will be limited as follows:

(a) For moves greater than two (2) miles distant from the previous site, the Contractor will be allowed a basic four (4) hours for breakup and preparation of plant for towing, including 1,000 feet of pipeline. If more than 1,000 feet of pipeline was in use at the previous site, an additional one (1) hour for each additional 500 feet of pipeline will be allowed for preparation for towing. The same time limits will apply for preparation for dredging at the new site, i.e., four (4) hours for setup of dredge and attendant plant, including 1,000 feet of pipeline with an additional time allotment of one (1) hour for each additional 500 feet of pipeline required to be used at the new site.

(b) For moves of two (2) miles or less distant from the previous site, the Contractor will be allowed a basic one (1) hour for breakup and preparation of plant for towing, including 1,000 feet of pipeline. If more than 1,000 feet of pipeline was in use at the previous site, an additional one (1) hour for each additional 500 feet of pipeline will be allowed for preparation for towing. The same time limits will apply for preparation for dredging at the new site, i.e., one (1) hour for setup of dredge and attendant plant, including 1,000 feet of pipeline with an additional time allotment of one (1) hour for each additional 500 feet of pipeline required to be used at the new site.

The total time payment shall not exceed eight (8) full hours for each preparatory operation, breakup and setup, for each job location unless it is the judgment of the Contracting Officer's Representative that payment should be extended because of a condition beyond the Contractor's control. For purposes of this paragraph, preparation time for moving dredge and equipment will begin when the Contractor is ordered to discontinue dredging at a location and move to a new location. The Contractor will be considered in transit when the dredge is proceeding to next dredging site. The Contractor, upon arrival at new location, shall spot dredge on site, assemble pipeline and set anchors simultaneously to expedite dredging operations and pursue the work with maximum capabilities of plant and personnel to minimize non-effective time on job.

(10) When operations are suspended by the Contracting Officer under the provisions of paragraph 1 of SECTION 00800, payment will be continued at the contract unit price for noneffective time for a period of time not to exceed ten (10) hours, to allow the Contractor to prepare dredge, pipeline, and attendant plant for towing or for layup at the site. If the plant remains at the layup site during these suspensions, payment will be resumed under the applicable pay provisions after directive to resume operations has been received from the Contracting Officer and when actual preparations on the assignment are made. If during the time of suspension, the plant is moved at the convenience of the Contractor, and is not at the layup site when directive to resume operations is received from the Contracting Officer, the applicable pay provisions will become effective as follows:

(a) When preparations to resume operations are begun, if dredge and attendant plant are returned to site of last assignment, or

(b) When dredge and attendant plant enter into the route that would have been taken had the dredge remained at the layup site, if dredge and attendant plant are assigned to a site of work other than the last assignment, or

(c) When dredge and attendant plant start in tow to a new assignment, if dredge and attendant plant are located at some point along the route between the last assignment and the new assignment.

1.1.4 Mobilization and Demobilization of Dredge and Attendant Plant.

(1) Payment for Item 0001, Mobilization and Demobilization of Dredge and Attendant Plant, will be in accordance with Contract Clause entitled “Payment for Mobilization and Demobilization”. This pay item does not include on-shore disposal equipment.

(2) Mobilization of Dredge and Attendant Plant Due to Suspension Period will be paid in accordance with Item No. 0006 for each mobilization required due to the dredge temporary suspension period under paragraph 1.c of SECTION 00800. Dredge demobilization for the suspension period is covered in paragraph 1.1.3(10) of this section. Towing service required for mobilization will be at the expense of the Contractor until requirements of 1.1.3(10)(a)-(c) of this section are applicable.

1.1.5 Movement Between Dredging Sites. Upon completion of any given location, the Contractor shall immediately proceed to the next assigned location and initiate dredging promptly:

(1) Payment for Item 0004, Miles Moved Dredge and Attendant Plant Upstream, will be computed by multiplying the contract unit price for upstream mileage by the river mileage between sites.

(2) Payment for Item 0005, Miles Moved Dredge and Attendant Plant Downstream, will be computed by multiplying the contract unit price for downstream mileage by the river mileage between sites.

(3) Payments for all movements of the dredge will be made to the nearest 1/10 mile as determined by the Government inspector using current navigation charts.

(4) The Contractor will be paid at the per mile rate when in transit. No dual payment will be made for preparation time and mileage payment. Mileage payment will begin when the dredge gets underway and will terminate when the dredge spuds down at the beginning of the next cut.

1.1.6 Payment will not be made for:

(1) Layup time on completion of an assignment or layup time after arrival at location of a new assignment when such time is incurred at the direction of the Contractor's Representative, or when through negligence of the Contractor the necessary personnel or equipment is not available at the new assignment, or the equipment is not in operating condition.

(2) Time lost due to shutdowns for the repair or the replacement of worn out or unserviceable equipment or attendant plant and time lost due to pulling a line together when the joints open up, or replacement of damaged pontoons, except when pontoons are damaged by drift or ice through no fault or negligence of the Contractor. Discharge line will be considered in proper condition when pumping is resumed.

(3) Time during suspension of operations, as provided in paragraph 1 of SECTION 00800, subject to the provisions for suspension of operations described in this section.

(4) Time during which the dredge is engaged in removing misplaced waste material as required in paragraph 20, "Obstruction of Navigable Waters" of SECTION 00800 and removing improperly placed dredged material as required in paragraph 3.1.1 OF SECTION 02480. Dredge time lost due to the removal of obstructions in the channel.

(5) Time lost due to shutdowns ordered by Contracting Officer's

Representative due to nonconformance of Safety Requirements of EM 385-1-1 and safety requirements of these specifications.

(6) Time lost due to insufficient crew size and the inability to perform dredging operations efficiently as determined by the Contracting Officer or his representative (see SECTION 02480, paragraph 2.4 "Crew").

(7) Time lost due to suspension of operations based on lack of normal dredge output per working hour. Since payment for lease and operation of dredge and attendant plant under this contract is based upon hours worked, and since the hourly rate has been evaluated for contract award upon estimates of dredge output per working hour, the Contracting Officer reserves the right to suspend operations whenever the dredge output per working hour falls below a rate normal for the length of pipeline and the material being pumped. Unless the Contractor can demonstrate that the reduction in such normal rate of output is not due to his fault or negligence, no payment of any kind will be paid the Contractor by the Government for such suspension. If work is suspended for such cause, no work under this contract will be resumed unless and until specifically directed by the Contracting Officer.

(8) On-Shore disposal equipment, unless requested in writing by the Contracting Officer.

1.1.7 When the dredge is shut down for any reason or purpose that calls for cessation of payments to the Contractor, the ensuing time will remain under that status until the cause of the shutdown has been removed and no claim will be allowed for other work performed during that time unless the Contracting Officer orders the dredge and attendant plant to be moved to a new location.

1.1.8 On-Shore Disposal.

(1) Payment will be made at the applicable contract price for transportation of equipment specified in paragraph 2.3, "On-Shore Disposal Equipment" of SECTION 02480 incidental to on-shore disposal operations on the following basis:

(a) For mobilization, at Kaskaskia Lock and Dam or SEMO Port, Pay Item 0007 or 0010.

(b) For successive moves between first and final on-shore disposal sites, based on total river mileage between sites, Pay Item 0008.

(c) For demobilization, at the last on-shore disposal job site, Pay Item 0007 or 0010.

(2) Payment will be made at the applicable contract unit price, Bid Item No. 0009 or 0011, for operations incidental to on-shore disposal of dredged material, for the total hours in which the personnel required by paragraph 2.4.2 and 2.4.3 of SECTION 02480, and the equipment required by paragraph 2.3 of SECTION 02480, were employed in the performance of operations as required under paragraph 3.1, "Disposition of Dredged Material" of SECTION 02480.

(3) For situations that may arise where on-shore piping will be required to transport material across land to open water disposal, payment

will be made at the applicable contract price for the total hours in which the equipment required by paragraph 2.3 of SECTION 02480 for work described in paragraph 3.1 of SECTION 02480 is used for dredging operations.

PART 2 PRODUCTS - (NOT APPLICABLE)

PART 3 EXECUTION - (NOT APPLICABLE)

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SECTION 01430
ENVIRONMENTAL PROTECTION

PART 1 GENERAL

1.1 SCOPE 01430-1

1.2 PROTECTION OF WATER RESOURCES 01430-1

1.3 WASTE DISPOSAL 01430-1

1.4 CORRECTIVE ACTION 01430-1

PART 2 PRODUCTS - NOT APPLICABLE

PART 3 EXECUTION - NOT APPLICABLE

01430.18

# SECTION 01430
# ENVIRONMENTAL PROTECTION

## PART 1 - GENERAL

1.1 SCOPE. The Contractor shall perform all work in such manner as to minimize the pollution of air, water, or land, and shall, within reasonable limits, control noise and the disposal of solid waste materials, as well as other pollutants.

1.2 PROTECTION OF WATER RESOURCES. The Contractor shall control the disposal of fuels, oils, bitumens, calcium chloride, acids, or harmful materials, both on and off the Government premises, and shall comply with applicable Federal, State, County and Municipal laws concerning pollution of rivers and streams while performing work under this contract. Special measures shall be taken to prevent chemicals, fuels, oils, greases, bituminous materials, herbicides and insecticides from entering public waters.

1.3 WASTE DISPOSAL. Prior to onsite construction, the Contractor shall submit a description of his scheme for disposing of waste materials resulting from the work under this contract. If any waste material is dumped in unauthorized areas, the Contractor shall remove the material and restore the area to the condition of the adjacent undisturbed areas.

1.4 CORRECTIVE ACTION. The Contractor shall, upon receipt of a notice in writing of any noncompliance with the foregoing provisions, take immediate corrective action. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time or for excess costs of damages by the Contractor unless it was later determined that the Contractor was in compliance.

## PART 2 - PRODUCTS (NOT APPLICABLE)

## PART 3 - EXECUTION (NOT APPLICABLE)

* * * * *

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DIVISION 1 - GENERAL REQUIREMENTS


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# SECTION 01440 - CONTRACTOR QUALITY CONTROL

## PART 1 - GENERAL

1.1 REFERENCES. The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

1.1.1 American Society for Testing and Materials (ASTM).

| | |
|---|---|
| ASTM D 3740 (1996) | Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction |
| ASTM E 329 (1998) | Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction |

1.2 PAYMENT. Separate payment will not be made for providing and maintaining an effective Quality Control program, and all costs associated therewith shall be included in the applicable unit prices or lump-sum prices contained in the Bidding Schedule.

## PART 2 - PRODUCTS. (Not Applicable)

## PART 3 - EXECUTION

3.1 GENERAL. The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with the Contract Clause entitled "Inspection of Construction." The quality control system shall consist of plans, procedures, and organization necessary to produce an end product that complies with the contract requirements. The system shall cover all construction operations, both on-site and off-site, and shall be keyed to the proposed construction sequence.

3.2 QUALITY CONTROL PLAN.

3.2.1 General. The Government will consider an interim plan for the first 60 days of operation to be submitted no later than 15 days after receipt of Notice of Award. Subsequent to submittal of an interim plan, the Contractor shall furnish for acceptance by the Government, not later than 35 days after receipt of Notice of Award, the original and one copy of the total Contractor Quality Control Plan proposed for use in implementing the requirements of the Contract Clause entitled "Inspection of Construction". If an interim plan is not submitted, the Contractor shall submit for approval within 15 days after receipt of Notice of Award, the total Quality Control Plan specified above. The plan shall identify personnel, procedures, control, instructions, test, records, and forms to be used. Construction will be permitted to begin only after acceptance of the CQC Plan.

3.2.2 Content of the CQC Plan. The CQC plan shall include, as a minimum, the following to cover all construction operations, both on-site and off-site, including work by subcontractors, fabricators, suppliers, and

purchasing agents:

a. A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff shall implement the three phase control system for all aspects of the work specified. The staff shall include a CQC system manager who shall report to the project manager or someone higher in the Contractor's organization. Project Manager in this context shall mean the individual with responsibility for the overall management of the project including quality and production.

b. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function.

c. A copy of the letter to the CQC System Manager signed by an authorized official of the firm, which describes the responsibilities and delegates the authorities of the CQC System Manager.

d. Reserved.

e. Control, verification, and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring test, feature of work to be tested, test frequency, and person responsible for each test. (Laboratory facilities will be approved by the Contracting Officer.)

f. Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation.

g. Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures shall establish verification that identified deficiencies have been corrected.

h. Reporting procedures, including proposed reporting formats.

i. A list of the definable features of work. A definable feature of work is a task that is separate and distinct from other tasks and has separate control requirements. It could be identified by different trades or disciplines, or it could be work by the same trade in a different environment. Although each section of the specifications may generally be considered as a definable feature of work, there are frequently more than one definable feature under a particular section. This list shall be agreed upon during the coordination meeting.

3.2.3 Acceptance of Plan. Acceptance of the Contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Government reserves the right to require the Contractor to make changes in the CQC plan and operations including removal of personnel, as necessary, to obtain the quality specified.

3.2.4 Notification of Changes. After acceptance of the QC plan, the Contractor shall notify the Contracting Officer in writing a minimum of seven calendar days prior to any proposed change. Proposed changes are subject to acceptance by the Contracting Officer.

3.3 COORDINATION MEETING. After the Preconstruction Conference, before start of construction, and prior to acceptance by the Government of the Quality Control Plan, the Contractor shall meet with the Contracting Officer or Authorized Representative and discuss the Contractor's quality control system. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both on-site and off-site work, and the interrelationship of Contractor's Management and control with the Government's Quality Assurance. Minutes of the meeting shall be prepared by the Government and signed by both the Contractor and the Contracting Officer. The minutes shall become a part of the contract file. There may be occasions when subsequent conferences will be called by either party to reconfirm mutual understandings and/or address deficiencies in the CQC system or procedures which may require corrective action by the Contractor.

3.4 QUALITY CONTROL ORGANIZATION. The Contractor shall identify an individual within its organization at the worksite who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. This CQC System Manager shall be on the site at all times during construction and shall be employed by the Contractor. This Contractor Quality Control System Manager shall be Corps' certified and shall be approved by the Contracting Officer. To become "certified" the manager must have completed the course entitled "Construction Quality Management for Contractors". This course is offered quarterly at the St. Louis Corps of Engineers District Office. An alternate for the CQC System Manager shall be identified in the plan to serve in the event of the System Manager's absence. Period of absence may not exceed one (1) week at any one time, and not more than ten (10) workdays during a calendar year. The requirements for the alternate will be the same as for the designated CQC Manager.

3.4.1 CQC Organizational Staffing. The Contractor shall provide a CQC staff, which shall be at the worksite at all times during progress, with complete authority to take any action necessary to ensure compliance with the contract.

3.4.1.1 CQC Staff. Following are the minimum requirements for the CQC staff. These minimum requirements will not necessarily assure an adequate staff to meet the CQC requirements at all times during construction. The actual strength of the CQC staff may vary during any specific work period to cover the needs of the work period. When necessary for a proper CQC organization, the Contractor shall add additional staff at no cost to the Government. This listing of minimum staff in no way relieves the Contractor of meeting the basic requirements of quality construction in accordance with contract requirements. All CQC staff members shall be certified in accordance with paragraph 01440-3.4 QUALITY CONTROL ORGANIZATION, and shall be subject to acceptance by the Contracting Officer.

3.4.1.2 CQC System Manager. The CQC System Manager and staff shall be assigned no scheduling or other duties.

3.4.1.3 Assistant CQC System Manager. The assistant CQC System Manager shall hold the same qualifications as the CQC System Manager and shall be on site at all times.

3.4.2 Organizational Changes. The Contractor shall obtain Contracting

Officer's acceptance before replacing any member of the CQC staff. Requests shall include the names, qualifications, duties, and responsibilities of each proposed replacement.

3.5 RESERVED.

3.6 CONTROL. The controls shall include at least three phases of control to be conducted by the CQC System Manager for all definable features of work, as follows:

3.6.1 Preparatory Phase. This phase shall be performed prior to beginning work on each definable feature of work and shall include:

a. A review of each paragraph of applicable specifications.

b. A review of the contract drawings.

c. A check to assure that all materials and/or equipment have been tested, submitted, and approved.

d. A check to assure that provisions have been made to provide required control inspection and testing.

e. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract.

f. A physical examination of required materials, equipment, and sample work to assure that they are on hand, conform to approved shop drawings or submitted data, and are properly stored.

g. A review of the appropriate activity hazard analysis to assure safety requirements are met.

h. Discussion of procedures for constructing the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that phase of work.

i. A check to ensure that the portion of the plan for the work to be performed has been accepted by the Contracting Officer.

j. The Government shall be notified at least 24 hours in advance of beginning any of the required action of the preparatory phase. This phase shall include a meeting conducted by the CQC System Manager and attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. The results of the preparatory phase actions shall be documented by separate minutes prepared by the CQC System Manager and attached to the daily CQC report. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications.

3.6.2 Initial Phase. This phase shall be accomplished at the beginning of a definable feature of work. The following shall be accomplished:

a. A check of preliminary work to ensure that it is in compliance with contract requirements. Review minutes of the preparatory meeting.

b. Verification of full contract compliance. Verify required control inspection and testing.

c. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Comparison with sample panels is appropriate.

d. Resolve all differences.

e. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.

f. The Government shall be notified at least (24) hours in advance of beginning the initial phase. Separate minutes of this phase shall be prepared by the CQC System Manager and attached to the daily CQC report. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.

g. The initial phase should be repeated for each new crew to work on-site, or any time acceptable specified quality standards are not being met.

3.6.3 Follow-up Phase. Daily checks shall be performed to assure continuing compliance with contract requirements, including control testing, until completion of the particular feature of work. The checks shall be made a matter of record in the CQC documentation. Final follow-up checks shall be conducted and all deficiencies corrected prior to the start of additional features of work which may be affected by the deficient work. The Contractor shall not build upon or conceal non-conforming work.

3.6.4 Additional Preparatory and Initial Phases. As determined by the Government, additional preparatory and initial phases may be conducted on the same definable features of work if the quality of on-going work is unacceptable, if there are changes in the applicable CQC staff, on-site production supervision or work crew, if work on a definable feature is resumed after a substantial period of inactivity, or if other problems develop.

3.7 TESTS.

3.7.1 Materials Testing and Inspection. Testing shall be the responsibility of the Contractor and shall be performed at no additional cost to the Government. All testing shall be performed by a Corps of Engineers validated commercial testing laboratory. Both the field and permanent laboratory shall be validated. (Contact Mr. Steve O’Connor, St. Louis District, Geotechnical Branch, at Telephone 314-331-8425 for laboratory verifications). If the Contractor elects to establish testing facilities, work requiring testing will not be permitted until the Contractor's facilities have been validated by the Materials Testing Center. The Contractor shall ensure that the Materials Testing Center is reimbursed for all costs regarding validation of testing laboratories pertaining to this contract.

3.7.2 Testing Procedure. The Contractor shall perform specified or required tests to verify that control measures are adequate to provide a product that conforms to contract requirements. Testing includes operation and/or acceptance tests when specified. The Contractor shall procure the services of a testing laboratory on or off site that is validated by the

Material Testing Center (MTC) for the Corps of Engineers. The Contractor shall perform the following activities and record and provide the following data:

a. Verify that testing procedures comply with contract requirements.

b. Verify that facilities and testing equipment are available and comply with testing standards.

c. Check test instrument calibration data against certified standards.

d. Verify that recording forms and test identification control number system, including all of the test documentation requirements, have been prepared.

e. Results of all tests taken, both passing and failing tests, shall be recorded on the CQC report for the date taken. Specification paragraph reference, location where tests were taken, and the sequential control number identifying the test shall be given. If approved by the Contracting Officer, actual test reports may be submitted later with a reference to the test number and date taken. An information copy of tests performed by an off-site or commercial test facility shall be provided directly to the Contracting Officer. Failure to submit timely test reports as stated may result in nonpayment for related work performed and disapproval of the test facility for this contract.

3.7.3 Testing Laboratories.

3.7.3.1 Capability Check. The Government reserves the right to check laboratory equipment in the proposed laboratory for compliance with the standards set forth in the contract specifications and to check the laboratory technician's testing procedures and techniques. Laboratories utilized for testing soils, concrete, asphalt, and steel shall meet criteria detailed in ASTM D 3740 and ASTM E 329, and shall be validated by the Corps of Engineers MTC.

3.7.3.2 Capability Recheck. If the selected laboratory fails the capability check, the Contractor will be assessed any charges incurred to reimburse the Government for each succeeding recheck of the laboratory or the checking of a subsequently selected laboratory. Such costs will be deducted from the contract amount due the Contractor.

3.7.4 On-Site Laboratory. If an onsite CQC laboratory is established, the Contractor shall submit the request for validation to the District POC in a timely manner and emphasize the critical need. After the request to the MTC is submitted, the Contractor should anticipate a six-week turn around and reflect the turn-around time in its scheduling. The Government reserves the right to utilize the Contractor's control testing laboratory and equipment to make assurance tests and to check the Contractor's testing procedures, techniques, and test results at no additional cost to the Government.

3.7.5 Furnishing or Transportation of Samples for Testing. Costs incidental to the transportation of samples or materials shall be borne by the Contractor. Samples of materials for test verification and acceptance testing by the Government shall be delivered to the Corps of Engineers Division Laboratory, f.o.b., at the following address:

| For delivery by mail: | For other deliveries: |
|---|---|
| Waterways Experiment Station<br>P.O. Box 631<br>Vicksburg, MS 39181-0631 | Waterways Experiment Station<br>3909 Halls Ferry Road<br>Vicksburg, MS 39180-6199 |

Coordination for each specific test, exact delivery location, and dates shall be made through the Area Office.

3.8 COMPLETION INSPECTION. At the completion of all work or any increment thereof established by a completion time stated in the Contract Clause entitled "Commencement, Prosecution, and Completion of Work," or stated elsewhere in the specifications, the CQC System Manager shall conduct an inspection of the work and develop a "punch list" of items which do not conform to the approved drawings and specifications. Such a list of deficiencies shall be included in the CQC documentation, as required by paragraph DOCUMENTATION below, and shall include the estimated date by which the deficiencies will be corrected. The CQC System Manager or staff shall make a second inspection to ascertain that all deficiencies have been corrected and so notify the Government. These inspections and any deficiency corrections required by this paragraph shall be accomplished within the time stated for completion of the entire work or any particular increment thereof if the project is divided into increments by separate completion dates.

3.9 DOCUMENTATION. The Contractor shall maintain current records providing factual evidence that required quality control activities and/or tests have been performed. These records shall include, as a minimum, the following information:

a. Contractor/subcontractor and their area of responsibility.

b. Operating plant/equipment with hours worked, idle, or down for repair.

c. Work performed each day, giving location, description, and by whom.

d. Test and/or control activities performed with results and references to specifications/drawings requirements. The control phase should be identified (Preparatory, Initial, Follow-up). List deficiencies noted along with corrective action.

e. Quantity of materials received at the site with statement as to acceptability, storage, and reference to specifications/drawings requirements.

f. Reserved.

g. Off-site surveillance activities, including actions taken.

h. Job safety evaluations stating what was checked, results, and instructions or corrective actions.

i. Instructions given/received and conflicts in plans and/or specifications.

j. Contractor's verification statement.

These records shall indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that equipment and materials incorporated in the work and workmanship comply with the contract. The original and one copy of these records in report form shall be furnished to the Government daily within 24 hours after the date(s) covered by the report, except that reports need not be submitted for days on which no work is performed. As a minimum, one report shall be prepared and submitted for every seven days of no work and on the last day of a no work period. All calendar days shall be accounted for throughout the life of the contract. The first report following a day of no work shall be for that day only. Reports shall be signed and dated by the CQC System Manager. The report from the CQC System Manager shall include copies of test reports and copies of reports prepared by all subordinate quality control personnel.

3.10 NOTIFICATION OF NONCOMPLIANCE. The Contracting Officer will notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the worksite, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

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SECTION 01500
GOVERNMENT FIELD OFFICE FACILITIES AND SERVICES

PART 1 - GENERAL

1.1 SCOPE 01500-1

1.2 OFFICE ACCOMMODATIONS 01500-1

1.3 PROJECT SIGNS 01500-1

1.4 JANITOR SERVICES 01500-1

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION (NOT APPLICABLE)

01500.13

# SECTION 01500
# GOVERNMENT FIELD OFFICE FACILITIES AND SERVICES

## PART 1 - GENERAL

1.1 SCOPE. The work specified in this section of the specifications consists of furnishing all plant, labor and equipment necessary to provide project signs, and a office aboard the dredge for Government inspectors.

1.2 OFFICE ACCOMMODATIONS. The Contractor shall provide an office for the dredge inspectors. The office shall be not less than 90 square feet and shall be properly lighted, ventilated, heated, and cooled such that an inside temperature of 75 degrees F and clean fresh air can be maintained at all times when the dredge is operating. The office will be located on the dredge or attendant plant so as to be located near the work site. The office shall contain the following furniture and office equipment:

| Quantity | Description |
|---|---|
| 1 | lockable desk |
| 1 | comfortable chair for each inspector (2) |
| 1 | 3-drawer file cabinet |
| 1 | 3'x5' drafting table with drafting light |
| 1 | lockable equipment cabinet. |
| 1 | access to cellular, watercom or satelite phone. |
| 1 | access to a copier and fax machine. |
| 1 | Pentium Desktop Computer, minimum 1 GHz processor, Windows 2000 Operating System, Microsoft Office 2000 Software Suite, CD-RW, and printer. |

1.2.1 Utility Services. The Contractor shall arrange for and pay all costs for water, electricity, and other utilities as necessary for the field office for the life of the contract.

1.3 TEMPORARY PROJECT AND SAFETY SIGNS. The Contractor shall furnish and erect one temporary project sign and one safety sign at the project site at the location designated by the Contracting Officer. The signs shall conform to the requirements of U.S. Army Corps of Engineers Sign Standard Manual EP-310.1-6a, Section 16 entitled, "Construction Project Signs", Pages 16.1 through 16.4, copies of which are enclosed at the end of this section. When placed on a floating plant, signs may be half size. Information will be furnished by the Contracting Officer as to the location and wording of the signs.

1.4 JANITOR SERVICES. The Contractor shall furnish daily janitorial services for the Government office and perform normal maintenance of these facilities and grounds as deemed necessary by the Contracting Officer for the life of the contract. The supply of all cleaning equipment and materials shall be the responsibility of the Contractor. Toilet facilities shall be kept clean and sanitary at all times. Toilet paper, hand soap, paper towels, and other materials the Contracting Officer determines necessary to provide sanitary facilities shall be furnished by the Contractor. Services shall be performed at such a time and in such a manner to least interfere with the operations, but will be accomplished during normal working hours. Services shall be accomplished to the satisfaction of the Contracting Officer.

PART 2 - PRODUCTS (NOT APPLICABLE)
PART 3 - EXECUTION (NOT APPLICABLE)

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SECTION 02480
DREDGING

PART 1 - GENERAL

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PART 3 - EXECUTION

3.1 DISPOSITION OF DREDGE MATERIAL 02480-9

02480.13

# SECTION 02480
# DREDGING

## PART 1 - GENERAL

1.1 SCOPE. The work specified in this section of the specifications consists of furnishing all plant, labor, and equipment necessary for the lease and operation of a cutterhead, hydraulic pipeline dredge complete in all respects including all attendant plant and its operation.

## PART 2 - PRODUCTS

2.1 DREDGE PLANT.

2.1.1 General. The Contractor agrees to place plant and equipment on the job meeting the requirements herein specified. The plant shall be in satisfactory operating condition and capable of safely and efficiently performing the work as set forth in the specifications and the plant shall be subject to inspection by the Contracting Officer at all times. Award of this plant contract shall not be construed as an agreement on the part of the Government that plant listed by the Contractor in its bid is adequate for the performance of the work. The measure of the "capacity of the plant" shall be its actual performance on the work to which these specifications apply. No reduction in the capacity of the plant employed on the work shall be made except by written permission of the Contracting Officer.

2.1.2 Performance of Plant.

(1) Survey Verification. The depths shown on the drawings (pre-dredge surveys) will be based on soundings made by the Government taken no more than 30 days prior to the commencement of dredging operations. The accuracy of the soundings for the area to be dredge shall be verified prior to dredging by the Contractor in the presence of the Government Inspector. The Contractor shall utilize the inspection tender and equipment as specified in paragraph 2.2.3(2) to make verification soundings of the cut areas indicated on the drawings. Three longitudinal sounding passes shall be made of the cut area as laid out on the drawings. A right bank, left bank, and centerline pass shall be made to determine if the drawings correctly represent the area and depth of cut of material to be dredged. If the Government Inspector determines that the cut area as shown on the drawings should be adjusted in the field because of shoaling or scouring which occurred after the original survey, then the Contractor shall adjust the cut area as directed by the Dredge Inspector.

(2) Determination of Average Face. The Contractor should be aware that the depth of cut or face as measured from the top of cut to the project depth will not be consistent throughout the cut area. The face may vary from 0 feet to in excess of 10 feet in various portions of the cut area. The three verification sounding runs mentioned in paragraph 2.1.2(1) will be used to confirm the average face, unless the Government decides to resurvey the site prior to dredging. If the certification sounding runs demonstrate changed conditions from the original and new Government surveys are not required, the verification surveys will be used to determine the average face. The average face is defined as the average difference between the surveyed top of cut, and the project depth as shown on the drawings. Side slopes will not be considered in determining average face. The Contractor shall provide all available data to

the Government Inspector who will compute the average face.

(3) Adjustment of Required Dredge Output for Average Face. When the average face of an entire dredge cut exceeds 4 feet no adjustment will be made to required minimum dredge output. The required output will be decreased by a factor of the ratio of the average depth of cut face to the base condition of 4 feet. For example, if the average dredge cut face for an entire dredge cut is 3 feet the adjustment factor is 0.75. In this instance, required dredge output for a 2000 HP 24-inch or larger discharge would be reduced to 1133 X 0.75 = 850 cu.yd./hr.

2.1.3 Equipment. The dredge shall have a draft of not more than 7-1/2 feet and have capability of being lightened to seven (7) feet. The dredge shall be of not less than 20-inch diameter discharge with not less than 1,200 brake horsepower on the main pump, and shall have a minimum output of 707 cubic yards per hour for a 20-inch dredge, 916 cubic yards per hour for 22-inch dredge and 1,133 cubic yards per hour for 24-inch or larger dredge through a pipeline of from 200 to 3,000 feet in length and a lift of 9 feet. Dredges larger than 24-inch will be considered, but estimated output will be based on quantity shown for a 24-inch dredge. The spuds and cutterhead ladder shall be of sufficient length and construction to permit efficient dredging in depths up to 25 feet below the water surface and in currents up to 5 miles per hour. The dredge shall be capable of dredging efficiently a cut 300 feet wide to a depth of 25 feet. While making a 300-foot wide cut at a depth of 25 feet, the swing angle to either side of the centerline of the cut shall not exceed 55 degrees. The hauling engine shall be capable of swinging the dredge at a minimum speed of 70 feet per minute. The cutter engine shall be of standard type, capable of developing at least 200 brake horsepower. Discharge lines will normally vary from 200 to 3,000 feet of floating line with lifts up to 9 feet. Some locations may require up to 800 feet of additional shore line and SEMO Port may require up to 3500 feet of additional shore line. For open water disposal the shore end of pipeline shall extend a minimum of 40 feet past the end of the baffle plate pontoon. The discharge end of the pipe shall be equipped with a vertical pivoting baffle plate, operable by winches from the baffle plate pontoon. Elevation at end of discharge pipe shall be a minimum of nine (9) feet above water surface. The baffle plate (end) pontoon shall be secured by anchor(s), with anchor wires attached to winch(es) on the pontoon, to allow controlled positioning of discharge along the shoreline. Spill barge type of deposit of material will be permitted at the option of the Contracting Officer. The dredge spuds shall have a minimum length of 45 feet with a minimum of 14 feet spread between spud centers. The weight of each spud shall be a minimum of twelve (12) tons with a point to assure proper penetration to hold dredge in position and minimize slippage in side drafts while dredging. Dredges equipped with larger pumps and discharge shall be adequately powered and properly equipped to produce an output for the size pump and horsepower used, as indicated in the following table. The dredge pump shall be fitted with an appropriate access plate which can be readily and quickly removed. Necessary equipment and tools shall be at hand to facilitate opening the pump, removing obstructions, and resuming pump operations with minimum interruption of dredging.

Estimated Dredge Output for Working Hour
9-foot Lift and 3,000-foot Pipeline
(Use Straight-line Interpolation for HP Not Shown)

| 20-inch Discharge | | 22-inch Discharge | | 24-inch or Larger Discharge | |
|---|---|---|---|---|---|
| HP | Cu Yd/Hr | HP | Cu Yd/Hr | HP | Cu Yd/Hr |
| 1,200 | 707 | 1,600 | 916 | 2,000 | 1,133 |
| 1,300 | 728 | 1,700 | 936 | 2,100 | 1,155 |
| 1,400 | 748 | 1,800 | 956 | 2,200 | 1,176 |
| 1,500 | 767 | 1,900 | 975 | 2,300 | 1,197 |
| 1,600 | 786 | 2,000 | 993 | 2,400 | 1,218 |
| 1,700 | 803 | 2,100 | 1,011 | 2,500 | 1,238 |
| 1,800 | 820 | 2,200 | 1,029 | 2,600 | 1,258 |
| 1,900 | 836 | 2,300 | 1,046 | 2,700 | 1,277 |
| 2,000 | 852 | 2,400 | 1,062 | 2,800 | 1,296 |
| | | 2,500 | l,078 | 2,900 | 1,314 |
| | | | | 3,000 | 1,332 |

2.2 ATTENDANT PLANT, LESS ON-SHORE DISPOSAL EQUIPMENT.

2.2.1 General. The attendant plant shall be composed of such fuel barges, floating discharge pipe, derrick or anchor barge, water barges, and other attendant or auxiliary plant as may be required for operations under these specifications, whether or not items are specifically mentioned. The auxiliary and attendant plant shall be in good condition and of sufficient size and capacity to efficiently serve the dredge. Fuel barges and water barges shall comply with applicable U.S. Coast Guard and U.S. Public Health Service requirements.

2.2.2 Pipeline Equipment Requirements. The following minimum pipeline equipment will be required:

(1) Three thousand feet of pontoon discharge line with satisfactory pontoons, a sufficient number of which are equipped with power winches to provide for suitable anchorage and shifting of the floating line. It is anticipated that four (4) anchor pontoons or deck flats will be sufficient for the maximum pipeline required. The connections between pipeline sections shall be of a type to minimize time spent in rearrangement of the pipeline, such as to set up for dredging, to lengthen or shorten the pipeline, to break the pipeline to pass traffic, to make up the dredge and attendant plant for towing to next site, to open the pipeline for clearing obstructions, etc.

(2) One piece of the attendant plant shall be equipped with a derrick or "A" frame arrangement with power hoist and having a lifting capacity of not less than 10 tons.

(3) Three (3) pontoon elbows or equivalent.

(4) A baffle plate for distribution of material at end of pipeline.

(5) One pontoon shall be equipped with an "A" frame or other suitable structure to permit raising the end of the discharge pipe to a height of 9 feet above the water surface.

(6) A Spill Barge shall be supplied, complete with an A-frame hoist system capable of lifting a minimum of 100 feet of discharge pipe. The spill Barge shall be capable of discharging a distance of 100 feet from the end of the barge. The A-frame shall be capable of raising the end elevation of the discharge pipe to a minimum of 25 feet above the water surface. Frame and hoisting mechanism shall be sufficient strength to facilitate a full change in position in less than a 5-minute period of time. The barge shall have the capability to move easily to allow for uniform deposition of dredge material. Spill barge shall not draft any more than 3 feet.

2.2.3 Attendant Plant Requirements. The Attendant plant shall include the following as minimum requirements:

(1) Two tenders, with U.S. Coast Guard licensed operators, for 24-hour operation, of such size and design that either can adequately service the dredge. The two tenders shall be twin screw, minimum 400 horsepower, and able to work efficiently in as little as 5-1/2 feet of water. These vessels shall be equipped with marine radar to be used as a navigational safety aide during night time and other inclement weather conditions. Both vessels shall have sufficient capability to efficiently service and move the dredge swing anchors and buoys.

(2) One inspection vessel launch similar to a SeaArk 21 foot utility/surveyor model equipped for 24-hour operation. The vessel shall be equipped with the following options or equipment as a minimum:

a. The vessel shall have an enclosed cabin with interior lights, operable side windows, and both front and rear doors.

b. The vessel will operate in shallow areas and draft shall not exceed 3 feet.

c. A minimum seating capacity of four people.

d. The vessel shall be capable of speeds of 30 mph minimum.

e. The vessel shall be equipped with hydraulic steering, cables, throttle controls, and electric starters for the motors.

f. The Contractor shall furnish two single-beam echosounders similar or equivalent to an Innerspace 448. One echosounder shall be used as a spare. Echosounder shall be integrated with hydrographic database manager specified in paragraph 11 below.

1. The echosounders shall utilize a thru hull 200 kHz transducer with a maximum cone angle of 8 degrees.

2. A “bar” checking device shall be required by the Contractor in order to sufficiently calibrate the echosounder in accordance with EM 1110-2-1003, “Hydrographic Surveying”.

g. Two adequate DC power supplies, one to be used as a spare, for the echosounders. This DC power supply shall be separate from the launch’s DC

power system.

h. An adequate supply of recording bar chart paper for the echosounder that will last for the length of the contract.

i. One global positioning system capable of utilizing USCG/COE differential corrections to provide positional accuracy within the standards of a class 1 payment survey as defined within EM 1110-2-1003.

j. The inspection vessel shall have a U.S. Coast Guard licensed operator at all times when in use. The vessel shall be used by the Government's representative or inspector for sounding, transportation, inspection of work, buoy positioning, survey upcoming work within reasonable distances, or as needed to perform daily operations related to this contract. This vessel may be used by the Contractor for other duties as long as these duties do not conflict with the Government's requirements.

k. A hydrographic database manager similar or equivalent to Coastal Oceanographic's "HYPACK MAX" capable of providing pilot guidance, digital collection of survey data, and real-time background display of dgn formatted files shall be provided by the Contractor.

l. A monitor similar or equivalent to a computer Dynamics multi-resolution video analog "anti-glare" panel featuring 12.1" diagonal svga tft flat panel 900 NIT backlight display shall be provided by the Contractor. This monitor shall be mounted on a flexible wall mount.

m. A portable personal computer that meets the requirements for the system used in paragraph k above. The portable computer, provided by the Contractor, shall meet the minimum criteria: 1 GHz Pentium processor; 256 Mb RAM; 20 Gb hard drive; 24x CD-RW drive; 1.44 Mb floppy drive; two internal serial rs232 com ports; two pcmcia slots; Windows 2000 operating system; and one pcmcia multi-com port card.

(3) One shallow draft barge with sufficient walkway, handrails, and lighting shall be required for use as a landing barge. This barge shall be in full compliance with the requirements of EM 385-1-1, "Safety and Health Requirements Manual: dated October 1996.

(4) The Contractor shall transport personnel to and from dredge in a safe manner. The vessel used shall have an enclosed cabin with a minimum seating of 15. The vessel shall have a marine radar and a U.S. Coast Guard licensed operator wile in use.

(5) No division in pay will be made for attendant plant. It will be considered as part of the dredging plant and shall be in good operating condition at all times regardless of pay status of the dredge.

2.2.4 Dredge Equipment Requirements. Dredge shall be equipped with:

(1) Recording vacuum and pressure gages and sufficient charts to record pipeline pressure and pump vacuum. Pressure and vacuum gage readings shall be recorded continuously while the dredge is in operation, and the chart records shall be furnished to the Government inspector daily.

(2) A personal computer shall be required by the Contractor that meets

the following minimum criteria: 1 GHz Pentium processor; 256 Mb RAM; 20 Gb hard drive; 24x DVD CD-RW drive; 1.44 Mb floppy drive; sufficient internal serial rs232/422 com ports for required digital inputs; Windows 2000 operating system; and Microsoft Office 2000 software suite.

(3) A real-time dredge performance monitoring software package that allows for a continuous display on an integrated video information console which digitally records time averaged data on an interval not to exceed 15 seconds. Any information that is **not** updated by automation shall be updated by a method or person provided, to allow for immediate update. This software package will display and record in real time the following information:

a. Dredge pump vacuum and discharge pressure

b. Swing cable and cutterhead pressures

c. Dredge pump revolutions per minute (RPM)

d. Suction and discharge pipeline lengths

e. Suction pipe inlet depth

f. Slurry velocity in the pipeline

g. Current date and time

h. Cutterhead location coordinates geodetically comparable to dredge layout maps

i. Cutterhead offset with respect to centerline of dredge cut

j. Distance downline from beginning of dredge cut

k. Dredge azimuth with respect to Grid North on layout maps

l. Tide Correction.

m. Cutterhead depth.

n. Location of dredge material discharge.

(4) Global positioning system receiver capable of utilizing USGS/COE Corrections to provide continuous real time positional accuracy of the dredge cutterhead as well as the rest of the dredge body within the standards of a class 1 payment survey as defined within EM 1110-2-1003. The positional data shall be capable of being digitally outputted in a NMEA format at an adjustable baud rate. A back-up positioning system approved by the Contracting Officer is also required in the event that satellite transmissions for DGPS positioning is interrupted or not available.

(5) Output capabilities to generate a daily report in ASCII format to a CD-R for the previous 24 hour period from 0000 to 2400 hours. Information contained in this report is outlined in paragraph 3 of this section. Reports shall be delivered daily to the Government representative by 0730 hours local time. Format of the ASCII file shall be one data set per line and space

delineated between entries.

(6) Sufficient CD-RW diskettes shall be provided by the Contractor to last the length of the contract.

(7) All devices or systems shall be calibrated, tested, and certified by qualified personnel or agencies prior to commencement of dredging operations. Results shall be provided to the Government's representative during the final inspection before acceptance. If any device becomes defective during the life of the contract, the Contractor shall have 48 hours to repair or replace this device to the condition of its original Government acceptance.

(8) A gyrocompass suitable for dredging by compass bearing when conditions exist or warrant its use.

(9) The Contractor shall provide sufficient telephones and/or marine radios to provide communications between the Leverman, Superintendent, Inspector, Tenders, Survey Launch, Crewboat, attendant plant, spell barge, locks and dams and passing vessels.

2.2.5 Radio Requirements. The dredge and tenders shall be equipped with radios to provide for communication between the dredge operator, tenders, launch, locks and dams, and passing vessels.

2.2.6 Unserviceable Plant. If the Contracting Officer determines that any item of plant or part thereof is unsafe, unserviceable, inefficient, operated by an incompetent operator, or becomes in any way unsuitable or unsatisfactory to perform the work, the Contracting Officer will notify the Contractor in writing of his decision and will direct replacement of unsatisfactory plant or correction of any defect(s), including incompetent crew.

2.2.7 Control.

(1) The entire lot of plant included in the contract shall be under the control of the Contracting Officer, or his representative, with regard to the hours of work, location of work, work to be done, etc. A representative of the Contracting Officer will be present at all times to issue instructions with reference to work; however, the actual supervision and direction of dredging operations shall be the responsibility of the Contractor.

(2) The Contractor or a representative with full authority to act for the Contractor with reference to care and operation of the plant shall be on the site at all times.

2.2.8 Movement of the Plant. All movement and towing of the dredge and attendant plant shall be performed by the Contractor. The Contractor shall at all times maintain sufficient tender power to move the dredge and attendant plant with consistent rapidity between work sites.

2.2.9 Operation and Repair. The Contractor shall furnish at its own expense all labor, fuel, equipment necessary for transportation of fuel, appliances, appurtenances, equipment, material, subsistence and supplies, and bear all expenses incidental to the efficient operation of its plant in connection with the work under this contract. The Contractor shall also bear all direct, overhead, and collateral expenses incidental to the operation,

upkeep, and repair of all items of plant. The Contractor shall maintain the plant in a good state of repair, shall arrange for a supply of renewal parts including necessary interchangeable pump impellers and cutterheads, to be on hand when needed, and shall provide and maintain efficient crews for each item of plant employed in connection with the work. All pipelines shall be kept in good condition at all times, and any leaks or breaks along their length shall be promptly and properly repaired. All floating pipelines shall be supported by the usual catamarans and bracing or small barges or pontoons.

2.3 ON-SHORE DISPOSAL EQUIPMENT.

2.3.1 Locations Other Than SEMO Port.

(1) 1200 Linear Feet of Landline Discharge Pipe of same diameter size as the floating plant discharge pipeline, with adequate means of interconnection.

(2) One Bulldozer, Caterpillar D-6 or equal, equipped with blade, sidebooms, rollover protection, fuel, and operating supplies.

(3) A Baffle Plate for distribution of material at the end of the pipeline.

(4) A Telephone or radio to provide oral communication between the dredge operator and the discharge end of on-shore piping.

(5) A Portable, auxiliary, electric generating plant, wiring, fixtures, lamps, related equipment, and fuel for adequately lighting on-shore working areas during disposal operations at night.

2.3.2 SEMO Port.

(1) 3500 Linear Feet of Landline Discharge Pipe of same diameter size as the floating plant discharge pipeline, with adequate means of interconnection.

(2) One Bulldozer, Caterpillar D-6 or equal, equipped with blade, sidebooms, rollover protection, fuel, and operating supplies.

(3) A Baffle Plate for distribution of material at the end of the pipeline.

(4) A Telephone or radio to provide oral communication between the dredge operator and the discharge end of on-shore piping.

(5) A Portable, auxiliary, electric generating plant, wiring, fixtures, lamps, related equipment, and fuel for adequately lighting on-shore working areas during disposal operations at night.

2.4 CREW.

2.4.1 The Contractor shall furnish and pay all necessary crew and supervisory personnel required for the satisfactory efficient and continued operation of the dredge and attendant plant and floating pipeline including weekends and holidays. A minimum of fifty (50) percent of the crew shall be experienced in their job assignment. Critical positions such as leverman and

foreman shall be experienced with similar equipment and capable of operating and supervising its use in a highly productive manner. Crew on the dredge shall be of sufficient size and ability to perform operations such as clearing pumps and suction, adding or removing floating pipelines, and operating attendant plant, anchor derrick, tenders and/or motor launch simultaneously.

2.4.2 Personnel Requirements. As a minimum the following personnel will be required:

| | |
|---|---|
| 1 | Superintendent |
| 1 | Captain |
| 1 | Quality Control Engineer |
| 6 | Tender operators with Coast Guard licenses (2 per shift) |
| 1 | Tender or launch operator with Coast Guard license |
| 1 | Chief Engineer |
| 3 | Watch Engineers (1 per shift) |
| 3 | Levermen (1 per shift) |
| 3 | Oilers (1 per shift) |
| 3 | Mates (1 per shift) |
| 12 | Helpers (4 per shift) |
| 35 | TOTAL |

2.4.3 The following additional personnel shall be required as a minimum for on-shore disposal operations as may be required in accordance with paragraph 3.1 of this section. These personnel will be dedicated to on-shore operation.

| | |
|---|---|
| 2 | Bulldozer operator/foreman (1 per shift) |
| 2 | Helpers (1 per shift) |

2.4.4 Tankerman. The Contractor shall comply with applicable U.S. Coast Guard regulations concerning the manning of tank barges and fueling transfer operations, as stated in CG 123, paragraph 31.15-5(a,b,c) and 35.35-1(a,b,c), 1983.

PART 3 - EXECUTION

3.1 DISPOSITION OF DREDGED MATERIAL.

3.1.1 At most dredging locations, the dredged material shall be placed in the river at designated disposal areas. Dredged material shall be discharged only into disposal areas and to such maximum elevations as designated by the Government inspector. It shall be the responsibility of the Contractor to discharge dredged material in such a manner as to distribute it reasonably even within the designated disposal areas and to avoid drastically uneven piles of material. The discharge barge or baffle plate pontoon shall be sufficiently lighted so that the baffle plate operator may observe the discharge area and avoid any improper placement of material such as would close off chutes, block tributary streams, obstruct docks or boat ramps, interfere with water intakes, etc. The Contractor shall be responsible for any material improperly placed outside of a disposal area designated by the Contracting Officer's Representative. The Contractor shall dredge such material and properly dispose of it at its own expense.

3.1.2 On-Shore Disposal.

(1) On-shore disposal of dredged material may be required at some or all of the following, and possibly at other Government-furnished shore locations:

(a) Kaskaskia River, Mile 0.0 to 0.8.

(b) Southeast Missouri Port, Mile 48.0 Upper Mississippi River.

(2) The Contractor may, upon notification of the Contracting Officer or Government Inspector, be required to:

(a) Maintain or modify existing dike retention areas and outlet structures.

(b) Furnish, transport, lay, and shift on-shore discharge piping and interconnect it to the dredge's floating discharge piping.

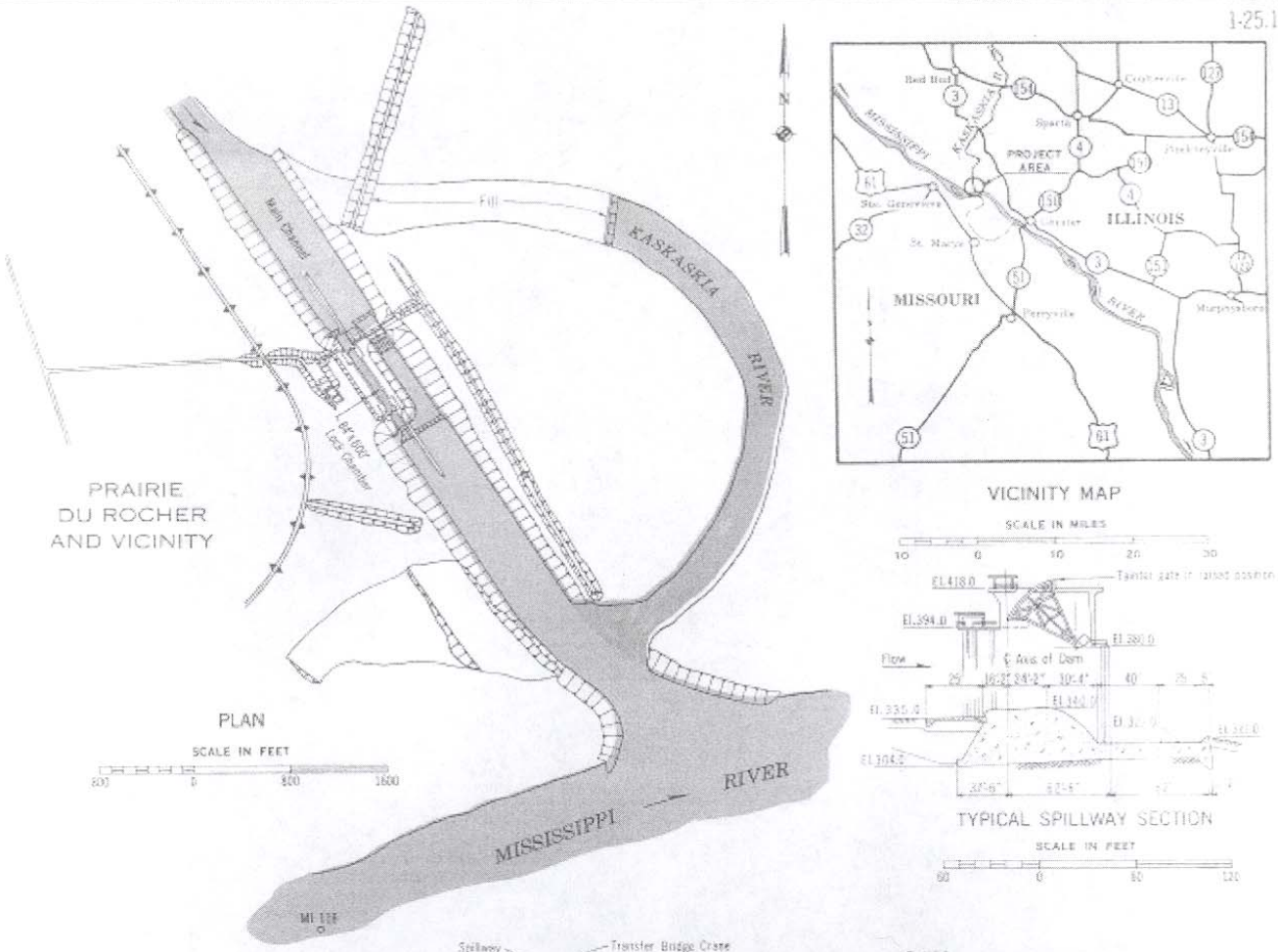
(c) Control the discharge and disposition of dredged material into the dike disposal area, including the rearrangement and grading of material for proper drainage.

(d) Remove the on-shore discharge piping when finished, clean up and grade the affected area for proper drainage, and prepare to transport equipment to the succeeding on-shore disposal area.

(e) Inspect, maintain and accept existing outlet structures to assure compliance with the other requirements of this paragraph.

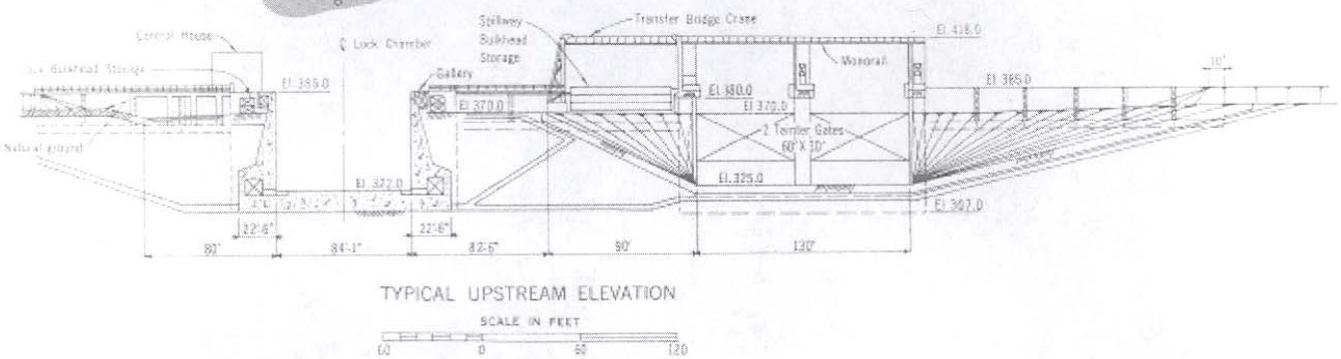
(3) As designated, the above work shall be accomplished in accordance with these specifications. All material will become the property of the Government. All material incidental to construction or modification of retention dikes and outlet structures will be Government-furnished.

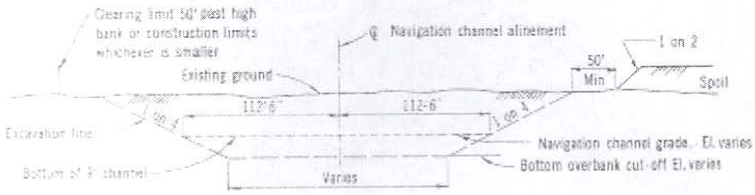
1-25.1










Elevations are in feet above mean sea level

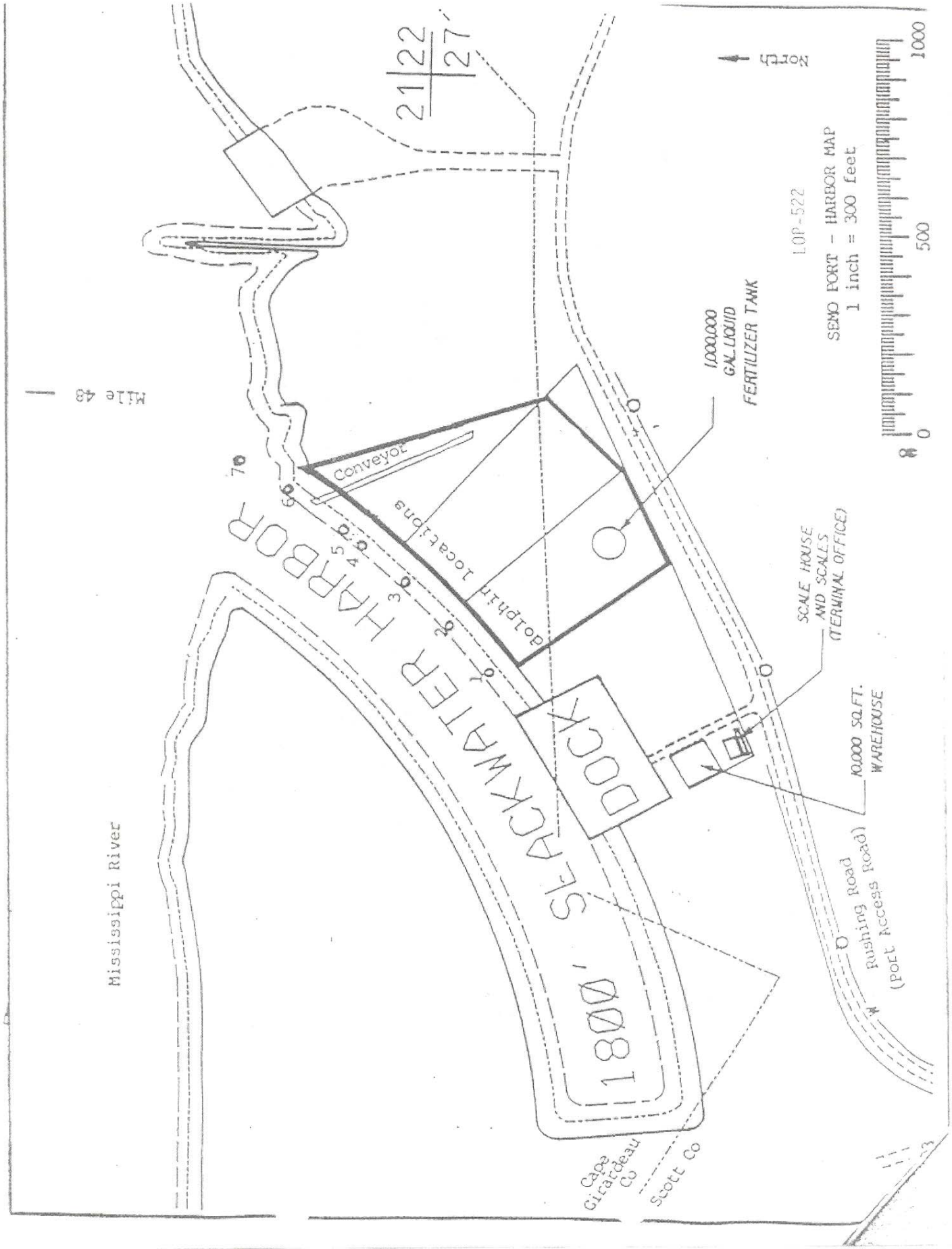
RIVER AND HARBOR PROJECT
KASKASKIA RIVER

# LOCK AND DAM
# MILE 0.8

KASKASKIA RIVER, ILLINOIS

SCALES AS SHOWN

U. S. ARMY ENGINEER DISTRICT, ST. LOUIS
CORPS OF ENGINEERS
ST. LOUIS, MISSOURI
JUNE 30, 1974


Mile 48
Mississippi River
21 22
27
North
1000
500
0
SEMO PORT - HARBOR MAP
1 inch = 300 feet
LOP-522
1,000,000
GAL LIQUID
FERTILIZER TANK
Conveyor
Dolphin locations
SLACKWATER HARBOR
1800'
DOCK
SCALE HOUSE
AND SCALES
(TERMINAL OFFICE)
10,000 SQ.FT.
WAREHOUSE
Rushing Road
(port access Road)
Cape
Girardeau
Co
Scott Co

# RIVER GAGE INFORMATION - MISSISSIPPI RIVER NEAR ALTON, ILLINOIS TO THE MOUTH OF THE OHIO RIVER

| GAGE SITE | RIVER BANK (*) | STATE | RIVER MILE | GAGE ZERO (FEET N.G.V.D.) | LEVEL TYPE (3) | FLOOD LEVEL | RECORD LOWS | | RECORD HIGHS | | CUM. MEAN THRU 1996 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | DATE | LEVEL | DATE | LEVEL | # OF YEARS | LEVEL |
| Alton | | ILL | 202.70 | 400.00 | EL. | | 21-Mar-90 | 410.79 | 01-Aug-93 | 439.55 | 6 | 418.8 |
| Melvin Price L&D (upper) | | ILL | 201.10 | 395.48 | EL. | | 16-Mar-94 | 411.67 | 1,2-Aug-93 | 438.50 | 6 | 418.5 |
| Melvin Price L&D (lower) | L | ILL | 200.50 | 395.48 | EL. | 416.48 | 07-Sep-91 | 397.47 | 01-Aug-93 | 438.18 | 6 | 407.6 |
| Hartford | L | ILL | 196.80 | 350.00 | EL. | 417.00 | 19-Jan-57 | 390.70 | 01-Aug-93 | 436.90 | 33 | 405.1 |
| Chain of Rocks | R | MO | 190.40 | 313.91 | ST. | 101.00 | 12-Jan-09 | 72.80 | 01-Aug-93 | 121.40 | 33 | 87.31 |
| Locks 27 (upper) | L | ILL | 185.30 | 350.00 | EL. | | 28-Jan-54 | 388.95 | 01-Aug-93 | 437.25 | 33 | 404.7 |
| Locks 27 (lower) (2) | L | ILL | 185.10 | 350.00 | EL. | | 26-Dec-89 | 375.65 | 01-Aug-93 | 432.80 | 45 | 392.8 |
| St. Louis | R | MO | 179.60 | 379.94 | ST. | 30.00 | 16-Jan-40 | -6.20 | 01-Aug-93 | 49.60 | 135 | 11.25 |
| Engineer's Depot | R | MO | 176.80 | 379.58 | ST. | 29.00 | 16-Jan-40 | -6.50 | 01-Aug-93 | 47.20 | 102 | 10.03 |
| Jefferson Barracks | R | MO | 168.70 | 377.69 | ST. | 26.00 | 23,24-Dec-89 | -8.60 | 01-Aug-93 | 44.10 | 84 | 8.62 |
| Water's Point | R | MO | 158.50 | 370.39 | ST. | 27.00 | 18-Dec-89 | -7.60 | 01-Aug-93 | 46.10 | 96 | 10.45 |
| Selma | R | MO | 145.80 | 0.00 | EL. | 390.00 | 19-Dec-89 | 356.10 | 05-Aug-93 | 409.50 | 31 | 375.6 |
| Brickeys | R | MO | 136.00 | 357.78 | ST. | 26.00 | 27-Dec-89 | -6.40 | 05-Aug-93 | 47.00 | 86 | 10.75 |
| Little Rock Landing | R | MO | 125.50 | 213.79 | ST. | 163.00 | 19-Dec-89 | 132.30 | 06-Aug-93 | 185.00 | 105 | 148.5 |
| Chester | L | ILL | 109.90 | 341.05 | ST. | 27.00 | 02-Jan-64 | -4.30 | 07-Aug-93 | 49.70 | 105 | 11.52 |
| Bishop Landing | R | MO | 100.80 | 334.11 | ST. | 29.00 | 27-Dec-89 | -1.70 | 07-Aug-93 | 51.30 | 63 | 14.25 |
| Red Rock Landing | R | MO | 94.10 | 328.92 | ST. | 31.00 | 02-Jan-64 | -0.50 | 07-Aug-93 | 54.20 | 79 | 15.35 |
| Grand Tower | L | ILL | 81.90 | 321.93 | ST. | 28.00 | 22-Jan-40 | -0.20 | 07-Aug-93 | 52.30 | 111 | 14.72 |
| Moccasin Springs | R | MO | 66.30 | 313.89 | ST. | 28.00 | 21-Jan-40 | 0.60 | 08-Aug-93 | 49.10 | 81 | 16.01 |
| Cape Girardeau | R | MO | 52.10 | 304.65 | ST. | 32.00 | 15-Jan-09 | 0.60 | 08-Aug-93 | 48.50 | 100 | 16.97 |
| Gray's Point | R | MO | 46.30 | 301.18 | ST. | 25.00 | 15-Jan-09 | 0.20 | 7,8-Aug-93 | 46.40 | 118 | 16.33 |
| Thebes | L | ILL | 43.70 | 300.00 | ST. | 33.00 | 15-Jan-09 | 0.88 | 07-Aug-93 | 45.50 | 62 | 17.38 |
| Commerce | R | MO | 39.50 | 301.83 | ST. | 24.00 | 21-Jan-40 | -3.10 | 24-May-95 | 41.60 | 96 | 12.48 |
| Price Landing | R | MO | 28.20 | 299.75 | ST. | 24.00 | 04-Jan-64 | -8.80 | 24-May-95 | 36.30 | 24 | 11.63 |
| Thompson Landing | R | MO | 20.20 | 280.00 | EL. | 319.00 | 26-Dec-89 | 287.50 | 28-May-95 | 331.95 | 31 | 306.8 |
| Bird's Point | R | MO | 2.00 | 274.53 | ST. | 38.00 | 14-Dec-37 | -2.10 | 03-Apr-75 | 52.40 | 86 | 20.08 |
| Cairo (1) | | ILL | 2.00 | 270.47 | ST. | 40.00 | 24-Dec-1871 | -1.00 | 3,4-Feb-37 | 59.50 | 81 | 25.1 |

(*) River bank looking downstream: "L" - LEFT BANK, "R" - RIGHT BANK
(1) OHIO RIVER GAGE - River mile indicates distance from the mouth of the Ohio River on the Ohio River (not the Mississippi)
(2) River mile equivalent to 183.6 (LEFT BANK) due to trail dike @ 184.2 (LEFT BANK)
(3) "EL.": Elevation given in feet N.G.V.D. (1929 adjustment); "ST.": Stage given in feet
NOTE: subtract gage zero datum from elevation to obtain stage -or- add gage zero datum to stage to obtain elevation

h:\coopjobs\datareqs\4davebus\earlehlr.wk4 revised: 20-JAN-98 (MVS-ED-HP)

Sheet 1 of 2

# ST. LOUIS SLOPE PROFILES RELATIONSHIPS TO RIVER LEVELS @ OTHER GAGE SITES

EXAMPLE: "under stable conditions, a reading of 10 feet @ St. Louis should result in a reading of 11.1 feet @ Chester"

| GAGE SITE | RIVER BANK (*) | STATE | RIVER MILE | GAGE ZERO (FEET N.G.V.D.) | LEVEL TYPE (3) | LOW WATER REF. PLANE | ST. LOUIS STAGES (FOR COMPARABLE LEVELS @ OTHER GAGE SITES, SEE BELOW) 0.0 | 5.0 | 10.0 | 15.0 | 20.0 | 26.0 | 30.0 | 40.0 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Alton | | ILL | 202.70 | 400.00 | EL. | | | | | | | | | |
| Melvin Price L&D (upper) | | ILL | 201.10 | 395.48 | EL. | | | | | | | | | |
| Melvin Price L&D (lower) | L | ILL | 200.50 | 395.48 | EL. | | | | | | | | | |
| Hartford | L | ILL | 196.80 | 350.00 | EL. | 391.5 | | | | | | | | |
| Chain of Rocks | R | MO | 190.40 | 313.91 | ST. | 74.1 | | | | | | | 101.0 | 111.2 |
| Locks 27 (upper) | L | ILL | 185.30 | 350.00 | EL. | | | | | | | | | |
| Locks 27 (lower) (2) | L | ILL | 185.10 | 350.00 | EL. | | 382.0 | 386.6 | 391.4 | 396.5 | 401.7 | 408.0 | 411.8 | 422.7 |
| St. Louis | R | MO | 179.60 | 379.94 | ST. | -3.5 | 0.0 | 5.0 | 10.0 | 15.0 | 20.0 | 26.0 | 30.0 | 40.0 |
| Engineer's Depot | R | MO | 176.80 | 379.58 | ST. | -3.8 | -0.4 | 4.7 | 9.6 | 14.6 | 19.5 | 25.1 | 29.1 | 38.4 |
| Jefferson Barracks | R | MO | 168.70 | 377.69 | ST. | -4.6 | -1.1 | 3.8 | 8.4 | 13.1 | 18.5 | 23.4 | 27.4 | 35.3 |
| Water's Point | R | MO | 158.50 | 370.39 | ST. | -3.0 | 0.5 | 5.1 | 10.1 | 14.6 | 19.3 | 24.7 | 28.5 | 36.3 |
| Selma | R | MO | 145.80 | 0.00 | EL. | 361.0 | 364.6 | 368.6 | 373.2 | 378.0 | 382.5 | 388.0 | 392.2 | 400.0 |
| Brickeys | R | MO | 136.00 | 357.78 | ST. | -1.6 | 1.9 | 5.7 | 10.3 | 14.9 | 19.4 | 24.6 | 29.2 | 37.3 |
| Little Rock Landing | R | MO | 125.50 | 213.79 | ST. | 135.4 | 138.7 | 143.5 | 147.9 | 152.5 | 157.5 | 162.4 | 166.4 | 174.4 |
| Chester | L | ILL | 109.90 | 341.05 | ST. | -0.6 | 2.6 | 6.9 | 11.1 | 15.5 | 20.1 | 26.5 | 30.3 | 39.3 |
| Bishop Landing | R | MO | 100.80 | 334.11 | ST. | 1.3 | 4.5 | 8.6 | 12.9 | 17.5 | 22.2 | 28.7 | 32.6 | 41.5 |
| Red Rock Landing | R | MO | 94.10 | 328.92 | ST. | 1.8 | 5.5 | 9.4 | 14.3 | 19.2 | 24.2 | 30.8 | 34.9 | 43.7 |
| Grand Tower | L | ILL | 81.90 | 321.93 | ST. | 3.0 | 6.3 | 10.2 | 14.4 | 19.0 | 23.5 | 29.3 | 32.6 | 40.8 |
| Moccasin Springs | R | MO | 66.30 | 313.89 | ST. | 3.9 | 7.1 | 11.2 | 15.3 | 19.6 | 24.5 | 29.7 | 33.4 | 40.7 |
| Cape Girardeau | R | MO | 52.10 | 304.65 | ST. | 5.2 | 8.4 | 13.0 | 16.5 | 20.5 | 26.0 | 31.3 | 34.6 | 41.5 |
| Gray's Point | R | MO | 46.30 | 301.18 | ST. | 5.1 | 8.1 | 12.7 | 16.0 | 20.1 | 25.6 | 31.3 | 34.5 | 40.7 |
| Thebes | L | ILL | 43.70 | 300.00 | ST. | 4.8 | 7.7 | 12.2 | 15.7 | 19.6 | 25.3 | 31.0 | 34.4 | 39.9 |
| Commerce | R | MO | 39.50 | 301.83 | ST. | 0.3 | 3.0 | 7.2 | 11.3 | 15.4 | 21.2 | 26.8 | 29.8 | 34.8 |
| Price Landing | R | MO | 28.20 | 299.75 | ST. | -6.7 | -2.4 | 2.0 | 7.2 | 11.5 | 17.3 | 24.7 | 27.6 | 32.3 |
| Thompson Landing | R | MO | 20.20 | 280.00 | EL. | 289.0 | 292.2 | 295.8 | 301.2 | 305.6 | 311.1 | 321.7 | 324.6 | 329.5 |
| Bird's Point | R | MO | 2.00 | 274.53 | ST. | 3.4 | 7.1 | 10.5 | 15.5 | 19.8 | 24.9 | 40.6 | 43.5 | 48.5 |
| Cairo (1) | | ILL | 2.00 | 270.47 | ST. | 7.4 | | | | | | | | |

(*) River bank looking downstream: "L" - LEFT BANK, "R" - RIGHT BANK

(1) OHIO RIVER GAGE - River mile indicates distance from the mouth of the Ohio River on the Ohio River (not the Mississippi)

(2) River mile equivalent to 183.6 (LEFT BANK) due to trail dike @ 184.2 (LEFT BANK)

(3) "EL.": Elevation given in feet N.G.V.D. (1929 adjustment); "ST.":Stage given in feet

NOTE: subtract gage zero datum from elevation to obtain stage -or- add gage zero datum to stage to obtain elevation

h:\coopjobs\datareqs\4davebus\earlehl2.wk4 revised: 20-JAN-98 (MVS-ED-HP) Sheet 2 of 2

# RIVER GAGE INFORMATION - ILLINOIS RIVER , MEREDOSIA, ILL. TO MOUTH OF ILLINOIS RIVER @ GRAFTON, ILL

| GAGE SITE (3) | RIVER BANK (1) | STATE | RIVER MILE | GAGE ZERO (FEET N.G.V.D.) | LEVEL TYPE (6) | FLOOD LEVEL | MINIMUM POOL | | RECORD HIGHS DATE | RECORD HIGHS LEVEL | CUM. MEAN THRU 1996 # OF YEARS (3) | CUM. MEAN THRU 1996 LEVEL |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Meredosia (4) | L | ILL | 70.8 | 418.00 | EL. | 432.00 | 419.30 | | 26-May-43 | 446.70 | 37 | 426.44 |
| Valley City | R | ILL | 61.3 | 418.00 | EL. | 426.00 | 419.00 | | 26-May-43 | 444.91 | 57 | 424.83 |
| Florence | M (5) | ILL | 56.0 | 400.00 | EL. | 424.30 | 418.80 | | 01-Aug-93 | 443.60 | 55 | 424.42 |
| Pearl, Illinois | M (5) | ILL | 43.2 | | EL. | 424.00 | 418.40 | | 3,4-Aug-93 | 442.75 | 55 | 422.97 |
| Hardin | L | ILL | 21.5 | 400.00 | EL. | 425.00 | 418.20 | | 03-Aug-93 | 442.30 | 57 | 420.97 |
| Grafton (2) | L | ILL | 218.0 | 403.79 | EL. | 421.79 | 418.00 | | 01-Aug-93 | 441.80 | 57 | 419.74 |

(1) River bank looking downstream: "L" - LEFT BANK, "R" - RIGHT BANK
(2) MISSISSIPPI RIVER GAGE - River mile indicates distance from the mouth of the Ohio River on the Mississippi River (not the Illinois)
(3) Illinois river elevations between Grafton & LaGrange lock & dam are effected by Mississippi backwater due to pool regulation of Mel Price locks & dam (est. 1990) and, formerly by Lock & Dam 26 (est. 1939). NOTE: from 1939-1990 L&D 26 operated under same regulation as Mel Price locks & dam does today.
(4) Flood elevation at Meredosia, ILL gage was revised to 432 ft n.g.v.d. in 1972 at the recommendation of the NWS
NOTE: gage formerly at river mile 71.1, was moved to current location (mile 70.8) in 1959.
(5) Middle of river on bridge pier
(6) "EL.": Elevation given in feet N.G.V.D. (1929 adjustment); "ST.":Stage given in feet
NOTE: subtract gage zero datum from elevation to obtain stage -or- add gage zero datum to stage to obtain elevation

# ACCIDENT PREVENTION PROGRAM
## ADMINISTRATIVE PLAN

Willingness to correct safety hazards detected by the Corps is commendable, but a poor substitute for a positive program that prevents or detects and corrects hazards.

| Contractor | Contract Name & No. | Date |
|---|---|---|
| 1 | 2 | 3 |

| Project Superintendent | Shifts/day | Hours/shift | Maximum employees/shift |
|---|---|---|---|
| 4 | 5 | 5a | 5b |

Superintendent's training in Corps' safety requirements

6

Major Units of Equipment

7

| Who will inspect equipment? | Inspector's qualifications | Inspection frequency? |
|---|---|---|
| 8 | 8a | 8b |

| Who is responsible for operators' physicals? | Location of all records | Day and hour weekly safety meeting |
|---|---|---|
| 9 | 10 | 11 |

| Who is responsible for employee training? | Who will orient new employees? |
|---|---|
| 12 | 13 |

| Who is responsible for clean-up? | Where will drinking water be obtained? |
|---|---|
| 14 | 15 |

| Who will investigate accidents? | Who is responsible for providing personal protective equipment? |
|---|---|
| 16 | 17 |

Name Doctors, Hospitals & Ambulance services with whom arrangements have been made for this contract.

| Doctor | Hospital | Ambulance |
|---|---|---|
| 18 | 18a | 18b |

What form of communication will be used to summon ambulance?

18c

LMV 1 NOV 72 358-R PREVIOUS EDITIONS ARE OBSOLETE. (over)

| Names of first aid attendants having certificates | Type of certificate and expiration date | Names of U.S.C.G. licensed boat operators, type license & expiration date |
|---|---|---|
| 19 | 19a | 20 |

| 21 Fire Fighting Equipment | | | | 22 First Aid Kits | | 23 Wash Facilities | |
|---|---|---|---|---|---|---|---|
| No. | Rating | Type | Location | No. | Type | No. | Type |
| | | | | | | | |

| 24 Toilets | |
|---|---|
| No. | Type |
| | |

What flammable or combustible liquids or gases will be on job site?

25

Where and how will flammables and combustibles be stored?

26

Who will be responsible for inspection and maintenance of fire fighting equipment?

27

If the Company has a published statement of safety policy, please transmit a copy with the return of your Accident Prevention Program.

On a separate sheet submit your proposed layout of temporary buildings and facilities (including subcontractors) and traffic patterns including access roads, haul roads, R.R.s, utilities, etc.

The _____ will pursue a positive program of training,
(Company)
inspections and hazard control throughout the term of this contract. Mr./Ms. _____

has the responsibility and authority for enforcing them.

_____ _____ _____ _____

Contractor's signature date C.O. or C.O.R. signature date

28

# ACCIDENT PREVENTION PROGRAM
# ACTIVITY HAZARD ANALYSIS

| | | |
|---|---|---|
| 1. Contract No. | 2. Contract Name | 3. Corps Command |
| 4. Date | 5. Location | 6. Estimated Start Date |
| 7. Activity | 8. Analyzed by | 9. Hazard Analysis Phase & Date |

| 10. Principal Steps of Operation | 11. Potential Hazards | 12. Precautionary Actions or Controls To Be Implemented |
|---|---|---|
| | | |

| | |
|---|---|
| 13. Contractor/Superintendent or Safety Officer (Signature & date) | 14. Contractor/Project Manager or Representative (Signature & date) |

LMV Form 559-R
Jan 95

(Proponent: CELMV-SO)

## INSTRUCTIONS FOR COMPLETION OF LMV Form 359-R

| Item Number | Instruction |
|---|---|
| 1. | Self-explanatory |
| 2. | Self-explanatory |
| 3. | The Area, Resident, Project, or Field Office administering the contract. |
| 4. | Date Hazard Analysis is prepared. |
| 5. | Location of contract or where activity is to be performed. |
| 6. | Estimated start date of the activity being analyzed. |
| 7. | Activity refers to the specific phase of work being analyzed, (i.e., clearing & grubbing, stone placement, form erection, electrical installation, pile driving, etc.). |
| 8. | The person making the analysis, typically the foreman in charge of the activity or the Contractor's Quality Control or Safety Officer. |
| 9. | If this is the initial Hazard Analysis for this activity, indicate "Initial." If this is an updated analysis for this activity, indicate "Update." Hazard Analysis should be reviewed and updated at preparatory inspection. Show date discussed. |
| 10. | The principal steps of operation for the activity should be identified in the sequence in which they occur. All major pieces of equipment used in each step of the operation should be identified. |
| 11. | The hazards associated with each step should be identifed. |
| 12. | Precautionary actions and controls should be specific to the hazard identified. They should be what the contractor actually intends to implement and enforce, not general comments such as, "work will be done in accordance with EM 385-1-1." Inspection procedures for equipment identified in item 10 should be stated in this item, as well as training requirements for personnel involved. |
| 13. | Analysis should be signed by the Contract Superintendent or Safety Officer. |
| 14. | Contractor/Project Manager should sign and date. |

ACCIDENT PREVENTION PROGRAM
FUEL OIL TRANSFER - FLOATING PLANT
U.S. Army Engineer Division, Lower Mississippi Valley

| Contractor<br>1 | Contract Name & Number<br>2 | Date<br>3 |
|---|---|---|
| Officer in Charge of Fuel Transfer<br>4 | Name of Vessel<br>4a | Fuel to be Transferred<br>4b |

| Name of Vessel<br>5 | Names of Qualified Tankermen<br>5a | Type of Certification and expiration date<br>5b |
|---|---|---|

| Name of Vessel<br>6 | Type of fill nozzle or connection on Vessel<br>6a | Location of fill pipes openings<br>6b | Location of vents openings<br>6c |
|---|---|---|---|

Type, number, and size of fire fighting equipment to be available during fuel transfer operations.
7

Sequential steps to be followed when taking on fuel.
8

| Contractor's Signature | Date | C.O. or C.O.R. Signature | Date |
|---|---|---|---|

LMV FORM 414-R