1. SOLICITATION NO.

2. TYPE OF SOLICITATION

3. DATE ISSUED

PAGE OF PAGES

4. CONTRACT NO.

5. REQUISITION/PURCHASE REQUEST NO.

6. PROJECT NO.

7. ISSUED BY

CODE

8. ADDRESS OFFER TO

A. NAME

B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)

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

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many

calendar days after award in Item 12B.)

12B. CALENDAR DAYS

13. ADDITIONAL SOLICITATION REQUIREMENTS:

STANDARD FORM 1442 (REV. 4-85)

STANDARD FORM 1442

Prescribed by GSA YFAR (48 CFR) 52.236-1(d)

NSN 7540-01-155-3212

SOLICITATION, OFFER

AND AWARD

(Construction, Alteration, or Repair)

SOLICITATION, OFFER

AND AWARD

(Construction, Alteration, or Repair)

SOLICITATION

SOLICITATION

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

9. FOR INFORMATION

CALL:

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

SEALED BID (IFB)

NEGOTIATED (RFP)

11. The Contractor shall begin performance within \_\_\_\_\_\_\_\_\_\_\_\_ calendar days and complete it within

\_\_\_\_\_\_\_\_\_\_\_\_

calendar days after receiving

award,

notice to proceed. This performance period is

mandatory,

negotiable. (See \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.)

YES

NO

A.

Sealed offers in original and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_copies to perform the work required are due at the place specified in Item 8 by \_\_\_\_\_\_\_\_\_\_\_\_\_

(hour) local time \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (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, the date and time offers are due

B.

An offer guarantee

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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ calendar days for Government acceptance after the date offers are due will not be

considered and will be rejected.

1

VA101-12-B-0034

X

12-19-2011

892CM2022

Department of Veterans Affairs

Office of Construction and

Facilities Management (00C34)

425 I St, NW

Washington DC 20001

Department of Veterans Affairs

Office of Construction and

Facilities Management (00C34)

425 I St, NW

Washington DC 20001

Susan Lam

(202) 632-5253

All work to take place at the Ft. Rosecrans Miramar National Cemetery located in San Diego, California,

The Contractor shall completely prepare the site for construction of wetlands. Work shall include but not limited

to clearing and grubbing, erosion control BMP's, grading, stockpiling of materials, irrigation, and wetlands

construction. The Contractor shall furnish all labor, materials, and equipment necessary to perform the work at the

new Miramar National Cemetery as required by drawings and specifications. Annual work windows of time will be

dictated by specific environmental set periods i.e., animal and plant species breeding seasons.

CLIN 0001 - Wetlands Construction: Work includes clearing and grubbing, erosion control, plant and tree removal, the

enhancement of approximately 0.02 acres of ephermeral drainages, hydrological enhancement of approximately 0.34 acres

of wetland habitat, the creation of approximately 0.01 acres of non-wetland waters of the US, creation of approximately

0.27 acres of baccharis scrub and southern willow scrub wetland habitat, and irrigation work in accordance with the

approved construction documents dated August 29, 2011. Period of Performance will be 90 calendar days.

CLIN 0002 - 12 month maintenance period: Work includes 12 months of periodic maintenance of the installed work

described in CLIN 0001. Period of performance will be 365 calendar days from date of acceptance of CLIN 0001.

Include all federal, state and local taxes in the bid as per FAR 52.249-4. A tax exempt certification will NOT be

issued.

This solicitation is 100% set aside for Service Disabled Veteran Owned Small Business under 38 USC 8127(c).

NAICS Code: 237990 Size standard: $33.5M.

10

455

X

X

52.211-10

X

10

1

2:00 pm (EST)

01-12-2012

X

90

# 

# 

## 

14. NAME AND ADDRESS OF OFFEROR

15. TELEPHONE NO.

16. REMITTANCE ADDRESS

CODE

FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of the solicitation, if this offer is

accepted by the Government in writing within \_\_\_\_\_\_\_\_\_\_ calendar days after the date offers are due.

AMOUNTS

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

19. ACKNOWLEDGMENT OF AMENDMENTS

AMENDMENT NO.

DATE

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

20B. SIGNATURE

20C. OFFER DATE

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN

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

28. NEGOTIATED AGREEMENT

29. AWARD

Your

Contractor agrees

offer on this solicitation, is hereby accepted as to the items listed. This

to furnish and deliver all items or perform all work, requisitions identified

award consummates the contract. which consists of (a) the Government

on this form and any continuation sheets for the consideration stated in

solicitation and your offer, and (b) this contract award. No further cont-

this contract. The rights and obligations of the parties to this contract

ractual document is necessary.

shall be governed by (a) this contract award, (b) the solicitation, and (c)

the clauses, representations, certifications, and specifications incorporated

by reference in or attached to this contract.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED

31A. NAME OF CONTRACTING OFFICER

TO SIGN

30B. SIGNATURE

30C. DATE

31B. UNITED STATES OF AMERICA

BY

**OFFER**

**AWARD**

**STANDARD FORM 1442(REV. 4-85)BACK**

(Include ZIP Code)

(Include area code)

(Include only if different than Item 14)

(Insert any number equal to or greater than

the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)

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

(Type or print)

(4 copies unless otherwise specified)

(Type or print)

(Type or print)

(Contractor is required to sign this

document and return \_\_\_\_\_\_\_ copies to issuing office.)

(Contractor is not required to sign this document.)

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

**(To be completed by Government)**

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

CLIN 0001: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CLIN 0002: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Total of both CLIN items:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Total written in long hand (as written on check)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Department of Veterans Affairs

Office of Construction and

Facilities Management (00CFM3B1)

811 Vermont AVE, NW

Washington DC 20420

Department of Veterans Affairs

FMS-VA-2(101)

Financial Services Center

PO Box 149971

Austin TX 78714-9971

DUNS:

Susan Lam

Contracting Officer

Table of Contents

PART I - THE SCHEDULE

SECTION A - SOLICITATION/CONTRACT FORM

SF 1442 SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)

INFORMATION REGARDING BIDDING MATERIAL, BID GUARANTEE AND BONDS

INSTRUCTIONS, CONDITIONS AND OTHER STATEMENTS TO BIDDERS/OFFERORS

2.1 52.216-1 TYPE OF CONTRACT (APR 1984)

2.2 52.222-5 DAVIS-BACON ACT--SECONDARY SITE OF THE WORK (JUL 2005)

2.3 52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

2.4 52.225-10 NOTICE OF BUY AMERICAN ACT REQUIREMENT --CONSTRUCTION MATERIALS (FEB 2009)

2.5 52.228-1 BID GUARANTEE (SEP 1996)

2.6 52.233-2 SERVICE OF PROTEST (SEP 2006)

2.7 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) ALTERNATE I (FEB 1995)

2.8 852.211-72 TECHNICAL INDUSTRY STANDARDS (JAN 2008)

2.9 VAAR 852.214-70 CAUTION TO BIDDERS--BID ENVELOPES (JAN 2008)

2.10 VAAR 852.228-72 ASSISTING SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESSES IN OBTAINING BONDS (DEC 2009)

2.11 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)

2.12 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)

2.13 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)

2.14 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

REPRESENTATIONS AND CERTIFICATIONS

3.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2011)

GENERAL CONDITIONS

4.1 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984) ALTERNATE I (APR 1984)

4.2 52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEPT 2000)

4.3 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2009)

4.4 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

4.5 52.225-9 BUY AMERICAN ACT--CONSTRUCTION MATERIALS (SEP 2010)

4.6 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

4.7 SUPPLEMENTAL INSURANCE REQUIREMENTS

4.8 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)

4.9 VAAR 852.211-74 LIQUIDATED DAMAGES (JAN 2008)

4.10 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (DEC 2009)

4.11 VAAR 852.228-70 BOND PREMIUM ADJUSTMENT (JAN 2008)

4.12 VAAR 852.236-71 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (JUL 2002)

4.13 VAAR 852.236-74 INSPECTION OF CONSTRUCTION (JUL 2002)

4.14 VAAR 852.236-76 CORRESPONDENCE (APR 1984)

4.15 VAAR 852.236-77 REFERENCE TO "STANDARDS" (JUL 2002)

4.16 VAAR 852.236-78 GOVERNMENT SUPERVISION (APR 1984)

4.17 VAAR 852.236-79 DAILY REPORT OF WORKERS AND MATERIAL (APR 1984)

4.18 VAAR 852.236-80 SUBCONTRACTS AND WORK COORDINATION (APR 1984)

4.19 VAAR 852.236-83 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (INCLUDING NAS) (JUL 2002)

ADDITIONAL REQUIREMENTS FOR BAR CHART SCHEDULE

4.20 VAAR 852.236-85 SUPPLEMENTARY LABOR STANDARDS PROVISIONS (APR 1984)

4.21 VAAR 852.236-86 WORKER'S COMPENSATION (JAN 2008)

4.22 VAAR 852.236-87 ACCIDENT PREVENTION (SEP 1993)

4.23 VAAR 852.236-88 CONTRACT CHANGES--SUPPLEMENT (JUL 2002)

4.24 VAAR 852.236-89 BUY AMERICAN ACT (JAN 2008)

4.25 VAAR 852.236-91 SPECIAL NOTES (JUL 2002)

4.26 VAAR 852.246-74 SPECIAL WARRANTIES (JAN 2008)

4.27 VAAR 852.273-76 ELECTRONIC INVOICE SUBMISSION (Interim - October 2008)

4.28 MANDATORY WRITTEN DISCLOSURES

4.29 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

**DESCRIPTION OF WORK:**

CLIN 0001: WETLANDS CONSTRUCTION: Work includes clearing and grubbing, erosion control, plant and tree removal, the enhancement of approximately 0.02 acres of ephemeral drainages, hydrological enhancement of approximately 0.34 acres of wetland habitat, the creation of approximately 0.01 acres of non-wetland waters of the US, creation of approximately 0.27 acres of baccharis scrub and southern willow scrub wetland habitat, and irrigation work in accordance with the approved construction documents dated August 29, 2011.

CLIN 0002: 12 MONTH MAINTENANCE PERIOD: Work includes 12 months of periodic maintenance of the installed work described in CLIN 0001.

A single award will be made on both CLIN items. Both CLIN items must be bidded on for award.

Cost range: Between $250,000 and $500,000.

# INFORMATION REGARDING BIDDING MATERIAL, BID GUARANTEE AND BONDS

(a) This procurement is a Service-Disable Veteran-Owned Small Business (SDVOSB) set-aside. All procurement materials consisting of drawings, specifications and contract forms may be obtained by qualified General (Prime) Contractors interested in submitting a proposal to the Department of Veterans Affairs. Prospective Offerors must obtain copies of solicitation documents from FedBizOpps, which will be available on or about July 15, 2011. By registering at FedBizOpps (<http://www.fedbizopps.gov>) the Offerors will have access to downloading plans, specifications and amendments, which will be available only in Adobe PDF electronic format. The SDVOSB must be registered in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> prior to award and must also be registered as a SDVOSB firm at the VetBiz Vendor Information Pages at <http://www.vip.vetbiz.gov>. By registering for the Register to Receive Notification list at <http://www.fedbizopps.gov>, you will be notified by e-mail of any new amendments that have been issued and posted. No other notification of amendments will be provided. Potential Offerors are advised that they are responsible for obtaining and acknowledging any amendments to the solicitation. There will be no public opening of the proposals received as a result of this solicitation.

(b) One set of drawings and specifications may be obtained by Builders Exchanges, Chambers of Commerce, Quantity Surveyors, trade and microfilming organizations.

(c) A bid guarantee is required in an amount not less than 20 percent of the offer price but shall not exceed $3,000,000. Failure to furnish the required bid guarantee in the proper form and amount, by the time set for this solicitation, will require rejection of the proposal in all cases except those listed in FAR 28.101-4, and may be cause for rejection even then.

(d) If the contract will exceed $100,000 (see FAR 28.102-1 for lesser amount), the offer to whom award is made will be required to furnish two bonds, a Payment Bond, SF 25A, and a Performance Bond, SF 25, each in the penal sum as noted in the General Conditions of the Specification. Copies of SF 25 and 25A may be obtained upon application to the issuing office.

(e) Cost Range: Between $250,000.00 and $500,000.00

(f) Offerors are advised that the Government may make award without discussions, clarifications or any contact concerning the proposals received. Therefore, proposal should be submitted initially on the most favorable terms. Do not assume that offerors will be contacted or afforded an opportunity to clarify, discuss, or revise their proposals.

END OF SECTION

# INSTRUCTIONS, CONDITIONS AND OTHER STATEMENTS TO BIDDERS/OFFERORS

1. Gender: Whenever the masculine gender is used in this solicitation and contract documents, it shall be considered to include feminine.
2. Bidders Mailing List: Bidders are encouraged to enter their bidder’s information at the web site below.
3. Amendments: Amendments to the solicitation will be posted electronically at the following website: [www.fedbizopps.gov](http://www.fedbizopps.gov/). Type in the solicitation number. **Hard copy amendments will not be mailed individually**. By providing your e-mail address your firm will be notified electronically of any new amendments that have been posted. Offeror’s are reminded that they are responsible for obtaining and acknowledging all amendments to this solicitation. **Failure to acknowledge an amendment will result in your bid being considered non-responsive.**
4. Bid Submission:
5. Documents Required for Bid: The bid shall be submitted to the contracting officer by the due date and time specified in paragraph ”D” at the Department of Veterans Affairs, Office of Construction & Facilities Management. The bid shall include a complete signed Standard Form 1442, “Solicitation, Offer and Award,” with the signature of a person authorized to bind the company. All amendments must be acknowledged, and bid packages must contain one completed copy of Representations and Certifications and include the specified bid guarantee. **NO FAX OR ELECTRONICALLY SUBMITED BIDS WILL BE ACCEPTED.**
6. All transmittal envelopes or other packaging shall be clearly marked with the solicitation number, offeror’s company name and return address.
7. **All bids shall be mailed by fastest traceable manner (i.e., FedEx, UPS, Airborne Express, etc.) to avoid delays caused by the United States Postal Service’s (USPS).**
8. Sealed offers, in original, are due at the office of the Contracting Officer Ms. Susan Lam, Department of Veterans Affairs, by **2:00 p.m. local time on January 12, 2012**,at the following address:

Department of Veterans Affairs

425 I Street NW (003C4)

Suite 6E411E

Washington, DC 20571-0001

**For express delivery and hand-carried packages only,**

**excluding U.S. Postal Service Express Mail**

Mailing address is Department of Veterams Affairs

810 Vermont Avenue NW (00CFM)

Attn: Contracting Officer (003C4)

Washington, DC 20420

A public bid opening will occur on January 12, 2012 at 2:00 p.m. (EST) at the Department of Veterans Affairs, Office of Construction & Facilities Management, 425 I Street NW, Suite 6W501, Washington, DC 20001.

1. The Government makes no guarantee as to the accuracy of the electronic copies of drawings. The hard copy drawings of the Project Manager and/or Contracting Officer’s Technical Representative shall take precedence over electronic drawings.

6. Include all federal, state, and local taxes in the proposal, as per FAR 52.229-4, no tax exempt certificate will be issued.

7. A pre-bid site visit has been scheduled for Wednesday, January 4, 2012 at 10:00 a.m. (Pacific Standard Time). Site Visit will be held at the Ft. Rosecrans Miramar National Cemetery, 5795 Nobel Drive, San Diego, CA, 92122. Any questions must be submitted and received via email to [susan.lam@va.gov](mailto:susan.lam@va.gov) no later than COB, Thursday, January 5, 2012. .

8. **OFFEROR IDENTIFICATION**

Offeror shall complete the following:

**DUNS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**TAX I.D. NUMBER:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

1. **NOTICE TO PROSPECTIVE CONTRACTOR**

Prospective awardees **MUST** be registered with the Central Contractor Registration (CCR) at http://www.ccr.gov, **Prior to Award** and through final payment, and the Online Representations and Certifications Application (ORCA) at http://orca.bpn.gov prior to award and through final payment. **Contract will not be awarded until CCR registration has been completed.**

## 2.1 52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of Provision)

## 2.2 52.222-5 DAVIS-BACON ACT--SECONDARY SITE OF THE WORK (JUL 2005)

(a)(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Davis-Bacon Act, of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b)(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

(End of Provision)

## 2.3 52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

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

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Goals for minority participation | Goals for female participation

for each trade | for each trade

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|

16.9 % | 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

San Diego, California

(End of Provision)

## 2.4 52.225-10 NOTICE OF BUY AMERICAN ACT REQUIREMENT --CONSTRUCTION MATERIALS (FEB 2009)

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

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

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

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

(d) Alternate offers. (1) When an offer includes foreign solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

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

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

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

(ii) May be accepted if revised during negotiations.

(End of Provision)

## 2.5 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 $3,000,000.00, 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 Provision)

## 2.6 52.233-2 SERVICE OF PROTEST (SEP 2006)

(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 Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from: Contracting Officer

Hand-Carried Address:

Department of Veterans Affairs

Office of Construction and

Facilities Management (003C4)

425 I St, NW

Washington DC 20001

Mailing Address:

Department of Veterans Affairs

Office of Construction and

Facilities Management (003C4)

810 Vermont AVE, NW

Washington DC 20420

(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)

## 2.7 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) ALTERNATE I (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) An organized site visit has been scheduled for-

January 4, 2012 at 10:00 a.m. (Local time)

(c) Participants will meet at-

Ft Rosecrans National Cemetery, 5795 Nobel Drive, San Diego

(End of Provision)

## 2.8 852.211-72 TECHNICAL INDUSTRY STANDARDS (JAN 2008)

The supplies or equipment required by this invitation for bid or request for proposal must conform to the standards of the industry and comply with environmental requirements as to Federal, as to as to State and local laws. The successful bidder or offeror will be required to submit proof that the item(s) he/she furnishes conforms to this requirement. This proof may be in the form of a label or seal affixed to the equipment or supplies, warranting that they have been tested in accordance with and conform to the specified standards. Proof may also be furnished in the form of a certificate from one of the above listed organizations certifying that the item(s) furnished have been tested in accordance with and conform to the specified standards.

(End of Provision)

## 2.9 VAAR 852.214-70 CAUTION TO BIDDERS--BID ENVELOPES (JAN 2008)

It is the responsibility of each bidder to take all necessary precautions, including the use of proper mailing cover, to insure that the bid price cannot be ascertained by anyone prior to bid opening. If a bid envelope is furnished with this invitation, the bidder is requested to use this envelope in submitting the bid. The bidder may, however, use any suitable envelope, identified by the invitation number and bid opening time and date. If an Optional Form (OF) 17, Sealed Bid Label, is furnished with this invitation in lieu of a bid envelope, the bidder is advised to complete and affix the OF 17 to the lower left corner of the envelope used in submitting the bid.

(End of Provision)

## 2.10 VAAR 852.228-72 ASSISTING SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESSES IN OBTAINING BONDS (DEC 2009)

Prime contractors are encouraged to assist service-disabled veteran-owned and veteran-owned small business potential subcontractors in obtaining bonding, when required. Mentor firms are encouraged to assist protégé firms under VA's Mentor-Protégé Program in obtaining acceptable bid, payment, and performance bonds, when required, as a prime contractor under a solicitation or contract and in obtaining any required bonds under subcontracts.

(End of Clause)

## 2.11 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)

(a) Any protest filed by an interested party shall:

(1) Include the name, address, fax number, and telephone number of the protester;

(2) Identify the solicitation and/or contract number;

(3) Include an original signed by the protester or the protester's representative and at least one copy;

(4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;

(5) Specifically request a ruling of the individual upon whom the protest is served;

(6) State the form of relief requested; and

(7) Provide all information establishing the timeliness of the protest.

(b) Failure to comply with the above may result in dismissal of the protest without further consideration.

(c) Bidders/offerors and contracting officers are encouraged to use alternative dispute resolution (ADR) procedures to resolve protests at any stage in the protest process. If ADR is used, the Department of Veterans Affairs will not furnish any documentation in an ADR proceeding beyond what is allowed by the Federal Acquisition Regulation.

(End of Provision)

## 2.12 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)

As an alternative to filing a protest with the contracting officer, an interested party may file a protest with the Deputy Assistant Secretary for Acquisition and Materiel Management, Acquisition Administration Team, Department of Veterans Affairs, 810 Vermont Avenue, NW., Washington, DC 20420, or for solicitations issued by the Office of Construction and Facilities Management, the Director, Office of Construction and Facilities Management, 810 Vermont Avenue, NW., Washington, DC 20420. The protest will not be considered if the interested party has a protest on the same or similar issues pending with the contracting officer.

(End of Provision)

PLEASE NOTE: The correct mailing information for filing alternate protests is as follows:

Deputy Assistant Secretary for Acquisition and Logistics,

Risk Management Team, Department of Veterans Affairs

810 Vermont Avenue, N.W.

Washington, DC 20420

Or for solicitations issued by the Office of Construction and Facilities Management:

Director, Office of Construction and Facilities Management

811 Vermont Avenue, N.W.

Washington, DC 20420

## 2.13 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)

The contracting officer reserves the right to designate representatives to act for him/her in furnishing technical guidance and advice or generally monitor the work to be performed under this contract. Such designation will be in writing and will define the scope and limitation of the designee's authority. A copy of the designation shall be furnished to the contractor.

(End of Provision)

## 2.14 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

http://www.acquisition.gov/far/index.html

http://www.va.gov/oamm/oa/ars/policyreg/vaar/index.cfm

(End of Provision)

52.214-3 AMENDMENTS TO INVITATIONS FOR BIDS DEC 1989

52.214-4 FALSE STATEMENTS IN BIDS APR 1984

52.214-5 SUBMISSION OF BIDS MAR 1997

52.214-6 EXPLANATION TO PROSPECTIVE BIDDERS APR 1984

52.214-7 LATE SUBMISSIONS, MODIFICATIONS, AND NOV 1999

WITHDRAWALS OF BIDS

52.214-18 PREPARATION OF BIDS--CONSTRUCTION APR 1984

52.214-19 CONTRACT AWARD--SEALED AUG 1996

BIDDING--CONSTRUCTION

# REPRESENTATIONS AND CERTIFICATIONS

**Provision for Acts of Misrepresentation**

**VAAR 809.406-2 CAUSE FOR DEBARMENT**

(a) Misrepresentation of VOSB or SDVOSB eligibility may result in action taken by VA officials to debar the business concern for a period not to exceed 5 years from contracting with VA as a prime contractor or a subcontractor.

(b) Any deliberate violation of the limitation on subcontracting clause requirements for acquisitions under subpart 819.70 may result in action taken by VA officials to debar any service-disabled veteran-owned, veteran-owned small business concern or any large business concern involved in such action.

## 3.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2011)

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

(2) The small business size standard is $33.5 Million.

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

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

[ ] (i) Paragraph (d) applies.

[ ] (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, or 2010.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than $25,000, the basic provision applies.

(B) If the acquisition value is $25,000 or more but is less than $50,000, the provision with its Alternate I applies.

(C) If the acquisition value is $50,000 or more but is less than $67,826, the provision with its Alternate II applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Engaging in Sanctioned Activities Relating to Iran--Certification. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[](i) 52.219-22, Small Disadvantaged Business Status.

[](A) Basic.

[](B) Alternate I.

[](ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

[](iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

[](iv) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.

[](v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

[](vi) 52.227-6, Royalty Information.

[](A) Basic.

[](B) Alternate I.

[](vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at http://orca.bpn.gov. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

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FAR Clause # Title Date Change

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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

# GENERAL CONDITIONS

**Organizational Substitution (Construction)**

(a) All requests of the contractor to substitute any key personnel, subcontractor, or consultant that was included in its proposal at the time of award shall be made in writing to the contracting officer in accordance with paragraph (b) below.

(b) The contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the contracting officer. Proposed substitutions shall have comparable qualifications, as determined by the contracting officer, to those of the individuals or firms being replaced. It is within the sole discretion of the contracting officer to approve or deny a proposed substitution.

(c) The contractor shall not make any substitutions before it receives written consent from the contracting officer approving the substitution. The contract price will not be adjusted for any substitution made pursuant to this clause.

## 4.1 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984) ALTERNATE I (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 10 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 455 days after receipt of Notice to Proceed. The time stated for completion shall include final cleanup of the premises.

The completion date is based on the assumption that the successful offeror will receive the notice to proceed by February 14, 2012. The completion date will be extended by the number of calendar days after the above date that the Contractor receives the notice to proceed, except to the extent that the delay in issuance of the notice to proceed results from the failure of the Contractor to execute the contract and give the required performance and payment bonds within the time specified in the offer.

(End of Clause)

## 4.2 52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEPT 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of $500.00 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of Clause)

## 4.3 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2009)

(a) Definitions. As used in this clause-

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

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 (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at http://www.sba.gov/services/contractingopportunities/sizestandardstopics/.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [ ] is, [ ] is not a small business concern under NAICS Code 237990 assigned to contract number .

[Contractor to sign and date and insert authorized signer's name and title].

(End of Clause)

## 4.4 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

(a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2(d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any Web site that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's Web site that contains the full text of the poster. The link to the Department's Web site, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required employee notice, printed by the Department of Labor, may be-

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency if requested;

(3) Downloaded from the Office of Labor-Management Standards Web site at http://www.dol.gov/olms/regs/compliance/EO13496.htm; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds $10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of Clause)

## 4.5 52.225-9 BUY AMERICAN ACT--CONSTRUCTION MATERIALS (SEP 2010)

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

"Commercially available off-the-shelf (COTS) item"--

(1) Means any item of supply (including construction material) that is--

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

"Component" means any article, material, or supply incorporated directly into construction material.

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

"Cost of components" means--

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

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

"Domestic construction material" means--

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

(2) A construction material manufactured in the United States, if--

(i) 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; or

(ii) The construction material is a COTS item.

"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. In accordance with 41 U.S.C. 431, the component test of the Buy American Act is waived for construction material that is a COTS item (See FAR 12.505(a)(2)). 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 information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

Lead Glass

(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

-------------------------------------------------------------------------------------------------------------------------------

Unit of Unit of Price

Construction material description Measure Quantity (dollars)\*

-------------------------------------------------------------------------------------------------------------------------------

Item 1:

Foreign construction material .............. ............ .............

Domestic construction material .............. ............ .............

Item 2:

Foreign construction material .............. ............ .............

Domestic construction material .............. ............ .............

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

[Include other applicable supporting information.]

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

(End of Clause)

## 4.6 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) 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 that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of Clause)

## 4.7 SUPPLEMENTAL INSURANCE REQUIREMENTS

In accordance with FAR 28.307-2 and FAR 52.228-5, the following minimum coverage shall apply to this contract:

(a) Workers' compensation and employers liability: Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least $100,000 is required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) General Liability: $500,000.00 per occurrences.

(c) Automobile liability: $200,000.00 per person; $500,000.00 per occurrence and $20,000.00 property damage.

(d) The successful bidder must present to the Contracting Officer, prior to award, evidence of general liability insurance without any exclusionary clauses for asbestos that would void the general liability coverage.

(End of Clause)

## 4.8 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)

The bidder or offeror agrees that if a contract is awarded to him/her, as a result of this solicitation, he/she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Department of Veterans Affairs endorses a product, project or commercial line of endeavor.

(End of Clause)

## 4.9 VAAR 852.211-74 LIQUIDATED DAMAGES (JAN 2008)

If any unit of the work contracted for is accepted in advance of the whole, the rate of liquidated damages assessed will be in the ratio that the value of the unaccepted work bears to the total amount of the contract. If a separate price for unaccepted work has not been stated in the contractor's bid, determination of the value thereof will be made from schedules of costs furnished by the contractor and approved by the contracting officer, as specified elsewhere in the contract.

(End of Clause)

## 4.10 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (DEC 2009)

(a) Definition. For the Department of Veterans Affairs, "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 (or eligible surviving spouses);

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

(iii) The business meets Federal small business size standards for the applicable North American Industry Classification System (NAICS) code identified in the solicitation document; and

(iv) The business has been verified for ownership and control and is so listed in the Vendor Information Pages database, (http://www.VetBiz.gov).

(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).

(b) General. (1) Offers are solicited only from service-disabled veteran-owned small business concerns. Offers received from concerns that are not service-disabled veteran-owned small business concerns shall not be considered.

(2) Any award resulting from this solicitation shall be made to a service-disabled veteran-owned small business concern.

(c) Agreement. A service-disabled veteran-owned 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 eligible service-disabled veteran-owned small business concerns;

(2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other eligible service-disabled veteran-owned small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other eligible service-disabled veteran-owned 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 eligible service-disabled veteran-owned small business concerns.

(d) A joint venture may be considered a service-disabled veteran owned small business concern if--

(1) At least one member of the joint venture is a service-disabled veteran-owned small business concern, and makes the following representations: That it is a service-disabled veteran-owned small business concern, and that it is a small business concern under the North American Industry Classification Systems (NAICS) code assigned to the procurement;

(2) Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement; and

(3) The joint venture meets the requirements of paragraph 7 of the explanation of Affiliates in 19.101 of the Federal Acquisition Regulation.

(4) The joint venture meets the requirements of 13 CFR 125.15(b).

(e) Any service-disabled veteran-owned small business concern (non-manufacturer) must meet the requirements in 19.102(f) of the Federal Acquisition Regulation to receive a benefit under this program.

(End of Clause)

## 4.11 VAAR 852.228-70 BOND PREMIUM ADJUSTMENT (JAN 2008)

When net changes in original contract price affect the premium of a Corporate Surety Bond by $5 or more, the Government, in determining the basis for final settlement, will provide for bond premium adjustment computed at the rate shown in the bond.

(End of Clause)

## 4.12 VAAR 852.236-71 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (JUL 2002)

The clause entitled "Specifications and Drawings for Construction" in FAR 52.236-21 is supplemented as follows:

(a) The contracting officer's interpretation of the drawings and specifications will be final, subject to the disputes clause.

(b) Large scale drawings supersede small scale drawings.

(c) Dimensions govern in all cases. Scaling of drawings may be done only for general location and general size of items.

(d) Dimensions shown of existing work and all dimensions required for work that is to connect with existing work shall be verified by the contractor by actual measurement of the existing work. Any work at variance with that specified or shown in the drawings shall not be performed by the contractor until approved in writing by the contracting officer.

(End of Clause)

## 4.13 VAAR 852.236-74 INSPECTION OF CONSTRUCTION (JUL 2002)

The clause entitled "Inspection of Construction" in FAR 52.246-12 is supplemented as follows:

(a) Inspection of materials and articles furnished under this contract will be made at the site by the resident engineer, unless otherwise provided for in the specifications.

(b) Final inspection will not be made until the contract work is ready for beneficial use or occupancy. The contractor shall notify the contracting officer, through the resident engineer, fifteen (15) days prior to the date on which the work will be ready for final inspection.

(End of Clause)

## 4.14 VAAR 852.236-76 CORRESPONDENCE (APR 1984)

All correspondence relative to this contract shall bear Specification Number, Project Number, Department of Veterans Affairs Contract Number, title of project and name of facility.

(End of Clause)

## 4.15 VAAR 852.236-77 REFERENCE TO "STANDARDS" (JUL 2002)

Any materials, equipment, or workmanship specified by references to number, symbol, or title of any specific Federal, Industry or Government Agency Standard Specification shall comply with all applicable provisions of such standard specifications, except as limited to type, class or grade, or modified in contract specifications. Reference to "Standards" referred to in the contract specifications, except as modified, shall have full force and effect as though printed in detail in specifications.

(End of Clause)

## 4.16 VAAR 852.236-78 GOVERNMENT SUPERVISION (APR 1984)

(a) The work will be under the direction of the Department of Veterans Affairs contracting officer, who may designate another VA employee to act as resident engineer at the construction site.

(b) Except as provided below, the resident engineer's directions will not conflict with or change contract requirements.

(c) Within the limits of any specific authority delegated by the contracting officer, the resident engineer may, by written direction, make changes in the work. The contractor shall be advised of the extent of such authority prior to execution of any work under the contract.

(End of Clause)

## 4.17 VAAR 852.236-79 DAILY REPORT OF WORKERS AND MATERIAL (APR 1984)

The contractor shall furnish to the resident engineer each day a consolidated report for the preceding work day in which is shown the number of laborers, mechanics, foremen/forewomen and pieces of heavy equipment used or employed by the contractor and subcontractors. The report shall bear the name of the firm, the branch of work which they perform such as concrete, plastering, masonry, plumbing, sheet metal work, etc. The report shall give a breakdown of employees by crafts, location where employed, and work performed. The report shall also list materials delivered to the site on the date covered by the report.

(End of Clause)

## 4.18 VAAR 852.236-80 SUBCONTRACTS AND WORK COORDINATION (APR 1984)

(a) Nothing contained in this contract shall be construed as creating any contractual relationship between any subcontractor and the Government. Divisions or sections of specifications are not intended to control the contractor in dividing work among subcontractors, or to limit work performed by any trade.

(b) The contractor shall be responsible to the Government for acts and omissions of his/her own employees, and of the subcontractors and their employees. The contractor shall also be responsible for coordination of the work of the trades, subcontractors, and material suppliers.

(c) The Government or its representatives will not undertake to settle any differences between the contractor and subcontractors or between subcontractors.

(d) The Government reserves the right to refuse to permit employment on the work or require dismissal from the work of any subcontractor who, by reason of previous unsatisfactory work on Department of Veterans Affairs projects or for any other reason, is considered by the contracting officer to be incompetent or otherwise objectionable.

(End of Clause)

## 4.19 VAAR 852.236-83 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (INCLUDING NAS) (JUL 2002)

The clause entitled "Payments under Fixed-Price Construction Contracts" in FAR 52.232-5 is implemented as follows:

(a) Retainage:

(1) The contracting officer may retain funds:

(i) Where the performance under the contract has been determined to be deficient or the contractor has performed in an unsatisfactory manner in the past; or

(ii) As the contract nears completion, to ensure that deficiencies will be corrected and that completion is timely.

(2) Examples of deficient performance justifying a retention of funds include, but are not restricted to, the following:

(i) Unsatisfactory progress as determined by the contracting officer;

(ii) Failure either to meet schedules in Section Network Analysis System (NAS), or to process the Interim Arrow Diagram/Complete Project Arrow Diagram;

(iii) Failure to present submittals in a timely manner; or

(iv) Failure to comply in good faith with approved subcontracting plans, certifications or contract requirements.

(3) Any level of retention shall not exceed 10 percent either where there is determined to be unsatisfactory performance, or when the retainage is to ensure satisfactory completion. Retained amounts shall be paid promptly upon completion of all contract requirements, but nothing contained in this subparagraph shall be construed as limiting the contracting officer's right to withhold funds under other provisions of the contract or in accordance with the general law and regulations regarding the administration of Government contracts.

(b) The contractor shall submit a schedule of costs in accordance with the requirements of Section Network Analysis System (NAS) to the contracting officer for approval within 90 calendar days after date of receipt of notice to proceed. The approved cost schedule will be one of the bases for determining progress payments to the contractor for work completed.

(1) Costs as shown on this schedule must be true costs and, should the resident engineer so desire, he/she may require the contractor to submit his/her original estimate sheets or other information to substantiate the detailed makeup of the cost schedule.

(2) The total costs of all activities shall equal the contract price.

(3) Insurance and similar items shall be prorated and included in each activity cost of the critical path method (CPM) network.

(4) The CPM network shall include a separate cost loaded activity for adjusting and testing of the systems listed below. The percentages listed below will be used to determine the cost of adjust and test activities and identify, for payment purposes, the value of the work to adjust, correct and test systems after the material has been installed.

(5) Payment for adjust and test activities will be made only after the contractor has demonstrated that each of the systems is substantially complete and operates as required by the contract.

VALUE OF ADJUSTING, CORRECTING, AND TESTING SYSTEM

System Percent

Pneumatic tube system......................................... 10

Incinerators (medical waste and trash)........................ 5

Sewage treatment plant equipment.............................. 5

Water treatment plant equipment............................... 5

Washers (dish, cage, glass, etc.)............................. 5

Sterilizing equipment......................................... 5

Water distilling equipment.................................... 5

Prefab temperature rooms (cold, constant temperature)......... 5

Entire air-conditioning system (Specified under 600 Sections) 5

Entire boiler plant system (specified under 700 Sections) .... 5

General supply conveyors ..................................... 10

Food service conveyors ....................................... 10

Pneumatic soiled linen and trash system ...................... 10

Elevators and dumbwaiters .................................... 10

Materials transport system ................................... 10

Engine-generator system ...................................... 5

Primary switchgear ........................................... 5

Secondary switchgear ......................................... 5

Fire alarm system ............................................ 5

Nurse call system ............................................ 5

Intercom system .............................................. 5

Radio system ................................................. 5

TV (entertainment) system .................................... 5

(c) In addition to this cost schedule, the contractor shall submit such unit costs as may be specifically requested. The unit costs shall be those used by the contractor in preparing his/her bid and will not be binding as pertaining to any contract changes.

(d) The contracting officer will consider for monthly progress payments material and/or equipment procured by the contractor and stored on the construction site as space is available, or at a local approved location off the site, under such terms and conditions as such officer approves, including but not limited to the following:

(1) The material or equipment is in accordance with the contract requirements and/or approved samples and shop drawings.

(2) Only those materials and/or equipment as are approved by the resident engineer for storage will be included.

(3) Such materials and/or equipment will be protected against weather, theft and other hazards and will not be subjected to deterioration.

(5) All of the other terms, provisions, conditions and covenants contained in the contract shall be and remain in full force and effect as therein provided.

(6) A supplemental agreement will be executed between the Government and the contractor with the consent of the contractor's surety for off-site storage.

(e) The contractor, prior to receiving a progress or final payment under this contract, shall submit to the contracting officer a certification that the contractor has made payment from proceeds of prior payments, or that timely payment will be made from the proceeds of the progress or final payment then due, to subcontractors and suppliers in accordance with the contractual arrangements with them.

(f) The Government reserves the right to withhold payment until samples, shop drawings, engineer's certificates, additional bonds, payrolls, weekly statements of compliance, proof of title, nondiscrimination compliance reports, or any other things required by this contract, have been submitted to the satisfaction of the contracting officer.

(End of Clause)

## ADDITIONAL REQUIREMENTS FOR BAR CHART SCHEDULE

A. Original Schedule: The following information shall be furnished as minimum for each activity on the initial bar chart schedule.

- Activity Description

- Estimated Duration

- Responsibility (Trade) and Manpower (Crew size)

- Planned Start and Completion Dates

- Activity Cost

B. Updated Schedules and Updating Procedures

(1) The contractor shall submit, at intervals of 30 calendar days, an updated bar chart schedule of the actual construction progress. The bar chart schedule shall show the activities or portions of activities started and/or completed during the reporting period and their updated monetary percentage value(s) as a basis for the contractor's monthly progress report (payment request).

(2) The contractor shall adjust the activity bars on the bar chart schedule to reflect the actual progress and the remaining activity durations. The updated bar chart schedule shall show at a minimum the following:

- Actual start and completion dates for activities started and/or completed during the reporting period.

- VA issued changes to the original contract requirements that change the contractor's original sequence of work.

- Contractor changes in work sequence, durations, responsibility, manpower, and activity costs.

C. All contract changes durations proposed by the contractor shall be reviewed and approved by the Contracting Officer prior to insertion into the updated bar chart schedule. The updated bar chart schedule shall include all contract changes issued during the reporting period.

(End of Clause)

## 4.20 VAAR 852.236-85 SUPPLEMENTARY LABOR STANDARDS PROVISIONS (APR 1984)

(a) The wage determination decision of the Secretary of Labor is set forth in section GR, General Requirements, of this contract. It is the result of a study of wage conditions in the locality and establishes the minimum hourly rates of wages and fringe benefits for the described classes of labor in accordance with applicable law. No increase in the contract price will be allowed or authorized because of payment of wage rates in excess of those listed.

(b) The contractor shall submit the required copies of payrolls to the contracting officer through the resident engineer or engineer officer, when acting in that capacity. Department of Labor Form WH- 347, Payroll, available from the Superintendent of Documents, Government Printing Office, Washington, DC 20402, may be used for this purpose. If, however, the contractor or subcontractor elects to use an individually composed payroll form, it shall contain the same information shown on Form WH-347, and in addition be accompanied by Department of Labor Form WH-348, Statement of Compliance, or any other form containing the exact wording of this form.

(End of Clause)

## 4.21 VAAR 852.236-86 WORKER'S COMPENSATION (JAN 2008)

Public Law 107-217 (40 U.S.C. 3172) authorizes the constituted authority of States to apply their workers compensation laws to all lands and premises owned or held by the United States.

(End of Clause)

## 4.22 VAAR 852.236-87 ACCIDENT PREVENTION (SEP 1993)

The Resident Engineer on all assigned construction projects, or other Department of Veterans Affairs employee if designated in writing by the Contracting Officer, shall serve as Safety Officer and as such has authority, on behalf of the Contracting Officer, to monitor and enforce Contractor compliance with FAR 52.236-13, Accident Prevention. However, only the Contracting Officer may issue an order to stop all or part of the work while requiring satisfactory or corrective action to be taken by the Contractor.

(End of Clause)

## 4.23 VAAR 852.236-88 CONTRACT CHANGES--SUPPLEMENT (JUL 2002)

(a) Paragraphs (a)(1) through (a)(4) apply to proposed contract changes costing over $500,000.

(1) When requested by the contracting officer, the contractor shall submit proposals for changes in work to the resident engineer. Proposals, to be submitted as expeditiously as possible but within 30 calendar days after receipt of request, shall be in legible form, original and two copies, with an itemized breakdown that will include material, quantities, unit prices, labor costs (separated into trades), construction equipment, etc. (Labor costs are to be identified with specific material placed or operation performed.) The contractor must obtain and furnish with a proposal an itemized breakdown as described above, signed by each subcontractor participating in the change regardless of tier. When certified cost or pricing data are required under FAR Subpart 15.403, the cost or pricing data shall be submitted in accordance with FAR 15.403-5.

(2) When the necessity to proceed with a change does not allow sufficient time to negotiate a modification or because of failure to reach an agreement, the contracting officer may issue a change order instructing the contractor to proceed on the basis of a tentative price based on the best estimate available at the time, with the firm price to be determined later. Furthermore, when the change order is issued, the contractor shall submit a proposal, which includes the information required by paragraph (a)(1), for cost of changes in work within 30 calendar days.

(3) The contracting officer will consider issuing a settlement by determination to the contract if the contractor's proposal required by paragraphs (a)(1) or (a)(2) of this clause is not received within 30 calendar days or if agreement has not been reached.

(4) Bond premium adjustment, consequent upon changes ordered, will be made as elsewhere specified at the time of final settlement under the contract and will not be included in the individual change.

(b) Paragraphs (b)(1) through (b)(11) apply to proposed contract changes costing $500,000 or less:

(1) When requested by the contracting officer, the contractor shall submit proposals for changes in work to the resident engineer. Proposals, to be submitted as expeditiously as possible but within 30 calendar days after receipt of request, shall be in legible form, original and two copies, with an itemized breakdown that will include material, quantities, unit prices, labor costs (separated into trades), construction equipment, etc. (Labor costs are to be identified with specific material placed or operation performed.) The contractor must obtain and furnish with a proposal an itemized breakdown as described above, signed by each subcontractor participating in the change regardless of tier. When certified cost or pricing data or information other than cost or pricing data are required under FAR 15.403, the data shall be submitted in accordance with FAR 15.403-5. No itemized breakdown will be required for proposals amounting to less than $1,000.

(2) When the necessity to proceed with a change does not allow sufficient time to negotiate a modification or because of failure to reach an agreement, the contracting officer may issue a change order instructing the contractor to proceed on the basis of a tentative price based on the best estimate available at the time, with the firm price to be determined later. Furthermore, when the change order is issued, the contractor shall submit within 30 calendar days, a proposal that includes the information required by paragraph (b)(1) for the cost of the changes in work.

(3) The contracting officer will consider issuing a settlement by determination to the contract if the contractor's proposal required by paragraphs (b)(1) or (b)(2) of this clause is not received within 30 calendar days, or if agreement has not been reached.

(4) Allowances not to exceed 10 percent each for overhead and profit for the party performing the work will be based on the value of labor, material, and use of construction equipment required to accomplish the change. As the value of the change increases, a declining scale will be used in negotiating the percentage of overhead and profit. Allowable percentages on changes will not exceed the following: 10 percent overhead and 10 percent profit on the first $20,000; 7-1/2 percent overhead and 7-1/2 percent profit on the next $30,000; 5 percent overhead and 5 percent profit on balance over $50,000. Profit shall be computed by multiplying the profit percentage by the sum of the direct costs and computed overhead costs.

(5) The prime contractor's or upper-tier subcontractor's fee on work performed by lower-tier subcontractors will be based on the net increased cost to the prime contractor or upper-tier subcontractor, as applicable. Allowable fee on changes will not exceed the following: 10 percent fee on the first $20,000; 7-1/2 percent fee on the next $30,000; and 5 percent fee on balance over $50,000.

(6) Not more than four percentages, none of which exceed the percentages shown above, will be allowed regardless of the number of tiers of subcontractors.

(7) Where the contractor's or subcontractor's portion of a change involves credit items, such items must be deducted prior to adding overhead and profit for the party performing the work. The contractor's fee is limited to the net increase to contractor of subcontractors' portions cost computed in accordance herewith.

(8) Where a change involves credit items only, a proper measure of the amount of downward adjustment in the contract price is the reasonable cost to the contractor if he/she had performed the deleted work. A reasonable allowance for overhead and profit are properly includable as part of the downward adjustment for a deductive change. The amount of such allowance is subject to negotiation.

(9) Cost of Federal Old Age Benefit (Social Security) tax and of Worker's Compensation and Public Liability insurance appertaining to changes are allowable. While no percentage will be allowed thereon for overhead or profit, prime contractor's fee will be allowed on such items in subcontractors' proposals.

(10) Overhead and contractor's fee percentages shall be considered to include insurance other than mentioned herein, field and office supervisors and assistants, security police, use of small tools, incidental job burdens, and general home office expenses and no separate allowance will be made therefore. Assistants to office supervisors include all clerical, stenographic and general office help. Incidental job burdens include, but are not necessarily limited to, office equipment and supplies, temporary toilets, telephone and conformance to OSHA requirements. Items such as, but not necessarily limited to, review and coordination, estimating and expediting relative to contract changes are associated with field and office supervision and are considered to be included in the contractor's overhead and/or fee percentage.

(11) Bond premium adjustment, consequent upon changes ordered, will be made as elsewhere specified at the time of final settlement under the contract and will not be included in the individual change.

(End of Clause)

## 4.24 VAAR 852.236-89 BUY AMERICAN ACT (JAN 2008)

(a) Reference is made to the clause entitled "Buy American Act--Construction Materials," FAR 52.225-9.

(b) Notwithstanding a bidder's right to offer identifiable foreign construction material in its bid pursuant to FAR 52.225-9, VA does not anticipate accepting an offer that includes foreign construction material.

(c) If a bidder chooses to submit a bid that includes foreign construction material, that bidder must provide a listing of the specific foreign construction material he/she intends to use and a price for said material. Bidders must include bid prices for comparable domestic construction material. If VA determines not to accept foreign construction material and no comparable domestic construction material is provided, the entire bid will be rejected.

(d) Any foreign construction material proposed after award will be rejected unless the bidder proves to VA's satisfaction: (1) it was impossible to request the exemption prior to award, and (2) said domestic construction material is no longer available, or (3) where the price has escalated so dramatically after the contract has been awarded that it would be unconscionable to require performance at that price. The determinations required by (1), (2), and (3) of this paragraph shall be made in accordance with Subpart 825.2 and FAR 25.2.

(e) By signing this bid, the bidder declares that all articles, materials and supplies for use on the project shall be domestic unless specifically set forth on the Bid Form or addendum thereto.

(End of Clause)

## 4.25 VAAR 852.236-91 SPECIAL NOTES (JUL 2002)

(a) Signing of the bid shall be deemed to be a representation by the bidder that:

(1) Bidder is a construction contractor who owns, operates, or maintains a place of business, regularly engaged in construction, alteration, or repair of buildings, structures, and communications facilities, or other engineering projects, including furnishing and installing of necessary equipment; or

(2) If newly entering into a construction activity, bidder has made all necessary arrangements for personnel, construction equipment, and required licenses to perform construction work; and

(3) Upon request, prior to award, bidder will promptly furnish to the Government a statement of facts in detail as to bidder's previous experience (including recent and current contracts), organization (including company officers), technical qualifications, financial resources and facilities available to perform the contemplated work.

(b) Unless otherwise provided in this contract, where the use of optional materials or construction is permitted, the same standard of workmanship, fabrication and installation shall be required irrespective of which option is selected. The contractor shall make any change or adjustment in connecting work or otherwise necessitated by the use of such optional material or construction, without additional cost to the Government.

(c) When approval is given for a system component having functional or physical characteristics different from those indicated or specified, it is the responsibility of the contractor to furnish and install related components with characteristics and capacities compatible with the approved substitute component as required for systems to function as noted on drawings and specifications. There shall be no additional cost to the Government.

(d) In some instances it may have been impracticable to detail all items in specifications or on drawings because of variances in manufacturers' methods of achieving specified results. In such instances the contractor will be required to furnish all labor, materials, drawings, services and connections necessary to produce systems or equipment which are completely installed, functional, and ready for operation by facility personnel in accordance with their intended use.

(e) Claims by the contractor for delay attributed to unusually severe weather must be supported by climatological data covering the period and the same period for the 10 preceding years. When the weather in question exceeds in intensity or frequency the 10-year average, the excess experienced shall be considered "unusually severe." Comparison shall be on a monthly basis. Whether or not unusually severe weather in fact delays the work will depend upon the effect of weather on the branches of work being performed during the time under consideration.

(End of Clause)

## 4.26 VAAR 852.246-74 SPECIAL WARRANTIES (JAN 2008)

The clause entitled "Warranty of Construction" in FAR 52.246-21 is supplemented as follows:

Any special warranties that may be required under the contract shall be subject to the elections set forth in the FAR clause at 52.246-21, Warranty of Construction, unless otherwise provided for in such special warranties.

(End of Clause)

## 4.27 VAAR 852.273-76 ELECTRONIC INVOICE SUBMISSION (Interim - October 2008)

(a) To improve the timeliness of payments and lower overall administrative costs, VA strongly encourages contractors to submit invoices using its electronic invoicing system. At present, electronic submission is voluntary and any nominal registration fees will be the responsibility of the contractor. VA intends to mandate electronic invoice submission, subject to completion of the federal rulemaking process. At present, VA is using a 3rd party agent to contact contractors regarding this service. During the voluntary period, contractors interested in registering for the electronic system should contact the VA's Financial Services Center at http://www.fsc.va.gov/einvoice.asp.

## 4.28 MANDATORY WRITTEN DISCLOSURES

Mandatory written disclosures required by FAR clause 52.203-13 to the Department of Veterans Affairs, Office of Inspector General (OIG) must be made electronically through the VA OIG Hotline at http://www.va.gov/oig/contacts/hotline.asp and clicking on "FAR clause 52.203-13 Reporting." If you experience difficulty accessing the website, call the Hotline at 1-800-488-8244 for further instructions.

## 4.29 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

http://www.acquisition.gov/far/index.html

http://www.va.gov/oamm/oa/ars/policyreg/vaar/index.cfm

(End of Clause)

52.202-1 DEFINITIONS JUL 2004

52.203-3 GRATUITIES APR 1984

52.203-5 COVENANT AGAINST CONTINGENT FEES APR 1984

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO SEP 2006

THE GOVERNMENT

52.203-7 ANTI-KICKBACK PROCEDURES OCT 2010

52.203-8 CANCELLATION, RESCISSION, AND RECOVERY JAN 1997

OF FUNDS FOR ILLEGAL OR IMPROPER

ACTIVITY

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR JAN 1997

IMPROPER ACTIVITY

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE OCT 2010

CERTAIN FEDERAL TRANSACTIONS

52.204-4 PRINTED OR COPIED DOUBLE-SIDED MAY 2011

ON RECYCLED PAPER

52.204-7 CENTRAL CONTRACTOR REGISTRATION APR 2008

52.204-10 REPORTING EXECUTIVE COMPENSATION AND JUL 2010

FIRST-TIER SUBCONTRACT AWARDS

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST DEC 2010

WHEN SUBCONTRACTING WITH CONTRACTORS

DEBARRED, SUSPENDED, OR PROPOSED FOR

DEBARMENT

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS JAN 2011

52.219-14 LIMITATIONS ON SUBCONTRACTING DEC 1996

52.222-1 NOTICE TO THE GOVERNMENT OF LABOR FEB 1997

DISPUTES

52.222-3 CONVICT LABOR JUN 2003

52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS JUL 2005

ACT-OVERTIME COMPENSATION

52.222-6 DAVIS-BACON ACT JUL 2005

52.222-7 WITHHOLDING OF FUNDS FEB 1988

52.222-8 PAYROLLS AND BASIC RECORDS JUN 2010

52.222-9 APPRENTICES AND TRAINEES JUL 2005

52.222-10 COMPLIANCE WITH COPELAND ACT FEB 1988

REQUIREMENTS

52.222-11 SUBCONTRACTS (LABOR STANDARDS) JUL 2005

52.222-12 CONTRACT TERMINATION - DEBARMENT FEB 1988

52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED FEB 1988

ACT REGULATIONS

52.222-14 DISPUTES CONCERNING LABOR STANDARDS FEB 1988

52.222-15 CERTIFICATION OF ELIGIBILITY FEB 1988

52.222-21 PROHIBITION OF SEGREGATED FACILITIES FEB 1999

52.222-26 EQUAL OPPORTUNITY MAR 2007

52.222-27 AFFIRMATIVE ACTION COMPLIANCE FEB 1999

REQUIREMENTS FOR CONSTRUCTION

52.222-35 EQUAL OPPORTUNITY FOR VETERANS SEP 2010

52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH OCT 2010

DISABILITIES

52.222-37 EMPLOYMENT REPORTS ON VETERANS SEP 2010

52.222-50 COMBATING TRAFFICKING IN PERSONS FEB 2009

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION JAN 2009

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW MAY 2011

INFORMATION

52.223-6 DRUG-FREE WORKPLACE MAY 2001

52.223-18 ENCOURAGING CONTRACTOR POLICIES AUG 2011

TO BAN TEXT MESSAGING WHILE DRIVING

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN JUN 2008

PURCHASES

52.227-1 AUTHORIZATION AND CONSENT DEC 2007

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT DEC 2007

AND COPYRIGHT INFRINGEMENT

52.227-4 PATENT INDEMNITY--CONSTRUCTION CONTRACTS DEC 2007

52.228-2 ADDITIONAL BOND SECURITY OCT 1997

52.228-11 PLEDGES OF ASSETS SEP 2009

52.228-12 PROSPECTIVE SUBCONTRACTOR REQUESTS FOR OCT 1995

BONDS

52.228-14 IRREVOCABLE LETTER OF CREDIT DEC 1999

52.228-15 PERFORMANCE AND PAYMENT BONDS-- OCT 2010

CONSTRUCTION

52.229-3 FEDERAL, STATE, AND LOCAL TAXES APR 2003

52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION SEP 2002

CONTRACTS

52.232-17 INTEREST OCT 2010

52.232-27 PROMPT PAYMENT FOR CONSTRUCTION OCT 2008

CONTRACTS

52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER-- MAY 1999

OTHER THAN CENTRAL CONTRACTOR

REGISTRATION

52.232-38 SUBMISSION OF ELECTRONIC FUNDS TRANSFER MAY 1999

INFORMATION WITH OFFER

52.233-1 DISPUTES JUL 2002

ALTERNATE I (DEC 1991)

52.233-3 PROTEST AFTER AWARD AUG 1996

52.233-4 APPLICABLE LAW FOR BREACH OF OCT 2004

CONTRACT CLAIM

52.236-2 DIFFERING SITE CONDITIONS APR 1984

52.236-3 SITE INVESTIGATION AND CONDITIONS APR 1984

AFFECTING THE WORK

52.236-5 MATERIAL AND WORKMANSHIP APR 1984

52.236-6 SUPERINTENDENCE BY THE CONTRACTOR APR 1984

52.236-7 PERMITS AND RESPONSIBILITIES NOV 1991

52.236-8 OTHER CONTRACTS APR 1984

52.236-9 PROTECTION OF EXISTING VEGETATION, APR 1984

STRUCTURES, EQUIPMENT, UTILITIES, AND

IMPROVEMENTS

52.236-10 OPERATIONS AND STORAGE AREAS APR 1984

52.236-11 USE AND POSSESSION PRIOR TO COMPLETION APR 1984

52.236-12 CLEANING UP APR 1984

52.236-13 ACCIDENT PREVENTION NOV 1991

52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES APR 1984

52.236-17 LAYOUT OF WORK APR 1984

52.236-21 SPECIFICATIONS AND DRAWINGS FOR FEB 1997

CONSTRUCTION

ALTERNATE I (APR 1984)

52.236-26 PRECONSTRUCTION CONFERENCE FEB 1995

52.242-13 BANKRUPTCY JUL 1995

52.242-14 SUSPENSION OF WORK APR 1984

52.243-4 CHANGES JUN 2007

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS DEC 2010

52.246-12 INSPECTION OF CONSTRUCTION AUG 1996

52.246-21 WARRANTY OF CONSTRUCTION MAR 1994

52.248-3 VALUE ENGINEERING--CONSTRUCTION OCT 2010

52.249-2 TERMINATION FOR CONVENIENCE OF THE MAY 2004

GOVERNMENT (FIXED PRICE)

ALTERNATE I (SEPT 1996)

52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) APR 1984

52.253-1 COMPUTER GENERATED FORMS JAN 1991

**Limitations on Subcontracting – Monitoring and Compliance**

This solicitation includes VAAR 852.219-10, VA Notice of Total Service-Disabled Veteran-Owned Small Business Set- Aside. Accordingly, any contract resulting from this solicitation will include this clause.

The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) retained by VA to assist in

assessing the contractor’s compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to contractor’s offices where

the contractor’s business records or other proprietary data are retained and to review such business records regarding the contractor’s compliance with this

requirement. All support contractors conducting this review on behalf of VA will be required to sign an “Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement” to ensure the contractor’s business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, Obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor’s compliance with the limitations on subcontracting or percentage of work performance requirement.

(End of Provision)

General Decision Number: CA100001 11/18/2011 CA1

Superseded General Decision Number: CA20080001

State: California

Construction Types: Building, Heavy (Heavy and Dredging),

Highway and Residential

County: San Diego County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not

include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does

not include water well drilling); HIGHWAY CONSTRUCTION

PROJECTS; RESIDENTIAL CONSTRUCTION PROJECTS (consisting of

single family homes and apartments up to and including 4

stories)

Modification Number Publication Date

0 03/12/2010

1 03/19/2010

2 04/02/2010

3 04/16/2010

4 07/02/2010

5 07/09/2010

6 08/13/2010

7 08/27/2010

8 09/03/2010

9 09/10/2010

10 09/24/2010

11 10/08/2010

12 11/05/2010

13 12/03/2010

14 01/14/2011

15 02/18/2011

16 03/18/2011

17 04/08/2011

18 04/15/2011

19 04/29/2011

20 05/06/2011

21 06/03/2011

22 06/10/2011

23 07/22/2011

24 08/05/2011

25 08/19/2011

26 09/16/2011

27 11/04/2011

28 11/18/2011

ASBE0005-002 06/28/2010

Rates Fringes

Asbestos Workers/Insulator

(Includes the application of

all insulating materials,

protective coverings,

coatings, and finishes to all

types of mechanical systems).....$ 32.79 16.31

Fire Stop Technician

(Application of Firestopping

Materials for wall openings

and penetrations in walls,

floors, ceilings and curtain

walls)...........................$ 24.21 13.76

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ASBE0005-004 06/28/2010

Rates Fringes

Asbestos Removal

worker/hazardous material

handler (Includes

preparation, wetting,

stripping, removal,

scrapping, vacuuming, bagging

and disposing of all

insulation materials from

mechanical systems, whether

they contain asbestos or not)....$ 18.70 8.65

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BOIL0092-003 05/01/2011

Rates Fringes

BOILERMAKER......................$ 41.26 25.27

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BRCA0004-008 11/01/2011

Rates Fringes

BRICKLAYER; MARBLE SETTER........$ 33.15 14.05

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BRCA0018-004 06/01/2011

Rates Fringes

MARBLE FINISHER..................$ 27.04 9.77

TILE FINISHER....................$ 22.37 8.30

TILE LAYER.......................$ 33.55 12.66

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BRCA0018-010 09/01/2009

Rates Fringes

TERRAZZO FINISHER................$ 26.59 9.62

TERRAZZO WORKER/SETTER...........$ 33.63 10.46

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CARP0409-002 07/01/2008

Rates Fringes

Diver

(1) Wet.....................$ 663.68 9.82

(2) Standby.................$ 331.84 9.82

(3) Tender..................$ 323.84 9.82

(4) Assistant Tender........$ 299.84 9.82

Amounts in "Rates' column are per day

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CARP0409-008 08/01/2010

Rates Fringes

Modular Furniture Installer......$ 17.00 7.41

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CARP0547-001 07/01/2009

Rates Fringes

CARPENTER

(1) Bridge.................$ 37.28 10.58

(2) Commercial Building....$ 32.30 10.58

(3) Heavy & Highway........$ 37.15 10.58

(4) Residential Carpenter..$ 25.84 10.58

(5) Residential

Insulation Installer........$ 18.00 8.16

MILLWRIGHT.......................$ 37.65 10.58

PILEDRIVERMAN....................$ 37.28 10.58

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CARP0547-002 07/01/2009

Rates Fringes

Drywall

(1) Work on wood framed

construction of single

family residences,

apartments or condominiums

under four stories

Drywall Installer/Lather...$ 21.00 8.58

Drywall Stocker/Scrapper...$ 11.00 6.67

(2) All other work

Drywall Installer/Lather...$ 27.35 9.58

Drywall Stocker/Scrapper...$ 11.00 6.67

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ELEC0569-001 12/02/2010

Rates Fringes

Electricians (Tunnel Work)

Cable Splicer...............$ 41.98 3%+11.69

Electrician.................$ 41.23 3%+11.69

Electricians: (All Other

Work, Including 4 Stories

Residential)

Cable Splicer...............$ 37.40 3%+11.69

Electrician.................$ 36.65 3%+11.69

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\* ELEC0569-005 06/01/2011

Rates Fringes

Sound & Communications

Sound Technician............$ 27.07 3%+10.68

Soundman....................$ 21.66 3%+9.04

SOUND TECHNICIAN: Terminating, operating and performing

final check-out

SOUNDMAN: Wire-pulling, splicing, assembling and installing

devices

SCOPE OF WORK Assembly, installation, operation, service and

maintenance of components or systems as used in closed

circuit television, amplified master television

distribution, CATV on private property, intercommunication,

burglar alarm, fire alarm, life support and all security

alarms, private and public telephone and related telephone

interconnect, public address, paging, audio, language,

electronic, background music system less than line voltage

or any system acceptable for class two wiring for private,

commercial, or industrial use furnished by leased wire,

frequency modulation or other recording devices, electrical

apparatus by means of which electricity is applied to the

amplification, transmission, transference, recording or

reproduction of voice, music, sound, impulses and video.

Excluded from this Scope of Work - transmission, service

and maintenance of background music. All of the above

shall include the installation and transmission over fiber

optics.

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ELEC0569-006 10/01/2010

Work on street lighting; traffic signals; and underground

systems and/or established easements outside of buildings

Rates Fringes

Traffic signal, street light

and underground work

Utility Technician #1.......$ 27.00 7.53

Utility Technician #2.......$ 22.15 7.38

STREET LIGHT & TRAFFIC SIGNAL WORK:

UTILITY TECHNICIAN #1: Installation of street lights and

traffic signals, including electrical circuitry,

programmable controller, pedestal-mounted electrical meter

enclosures and laying of pre-assembled cable in ducts. The

layout of electrical systems and communication installation

including proper position of trench depths, and radius at

duct banks, location for manholes, street lights and

traffic signals.

UTILITY TECHNICIAN #2: Distribution of material at jobsite,

installation of underground ducts for electrical,

telephone, cable TV land communication systems. The

setting, leveling, grounding and racking of precast

manholes, handholes and transformer pads.

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ELEC0569-008 06/01/2011

Rates Fringes

ELECTRICIAN (Residential, 1-3

Stories).........................$ 22.37 3%+2.90

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ELEC1245-001 06/01/2011

Rates Fringes

LINE CONSTRUCTION

(1) Lineman; Cable splicer..$ 47.87 13.87

(2) Equipment specialist

(operates crawler

tractors, commercial motor

vehicles, backhoes,

trenchers, cranes (50 tons

and below), overhead &

underground distribution

line equipment)...........$ 38.23 12.80

(3) Groundman...............$ 29.25 12.53

(4) Powderman...............$ 42.75 12.97

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day,

Independence Day, Labor Day, Veterans Day, Thanksgiving Day

and day after Thanksgiving, Christmas Day

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ELEV0018-001 01/01/2011

Rates Fringes

ELEVATOR MECHANIC................$ 46.58 21.785

FOOTNOTE:

PAID VACATION: Employer contributes 8% of regular hourly

rate as vacation pay credit for employees with more than 5

years of service, and 6% for 6 months to 5 years of service.

PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day,

Labor Day, Veterans Day, Thanksgiving Day, Friday after

Thanksgiving, and Christmas Day.

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ENGI0012-003 07/01/2011

Rates Fringes

OPERATOR: Power Equipment

(All Other Work)

GROUP 1....................$ 36.13 20.77

GROUP 2....................$ 36.91 20.77

GROUP 3....................$ 37.20 20.77

GROUP 4....................$ 38.69 20.77

GROUP 5....................$ 40.49 20.77

GROUP 6....................$ 38.91 20.77

GROUP 8....................$ 39.02 20.77

GROUP 9....................$ 40.82 20.77

GROUP 10....................$ 39.14 20.77

GROUP 11....................$ 40.94 20.77

GROUP 12....................$ 39.31 20.77

GROUP 13....................$ 39.41 20.77

GROUP 14....................$ 39.44 20.77

GROUP 15....................$ 39.52 20.77

GROUP 16....................$ 39.64 20.77

GROUP 17....................$ 39.81 20.77

GROUP 18....................$ 39.91 20.77

GROUP 19....................$ 40.02 20.77

GROUP 20....................$ 40.14 20.77

GROUP 21....................$ 40.31 20.77

GROUP 22....................$ 40.41 20.77

GROUP 23....................$ 40.52 20.77

GROUP 24....................$ 40.64 20.77

GROUP 25....................$ 40.81 20.77

OPERATOR: Power Equipment

(Cranes, Piledriving &

Hoisting)

GROUP 1....................$ 37.48 20.77

GROUP 2....................$ 38.26 20.77

GROUP 3....................$ 38.55 20.77

GROUP 4....................$ 38.69 20.77

GROUP 5....................$ 38.91 20.77

GROUP 6....................$ 39.02 20.77

GROUP 7....................$ 39.14 20.77

GROUP 8....................$ 39.31 20.77

GROUP 9....................$ 39.48 20.77

GROUP 10....................$ 40.48 20.77

GROUP 11....................$ 41.48 20.77

GROUP 12....................$ 42.48 20.77

GROUP 13....................$ 43.48 20.77

OPERATOR: Power Equipment

(Tunnel Work)

GROUP 1....................$ 37.98 20.77

GROUP 2....................$ 38.76 20.77

GROUP 3....................$ 39.05 20.77

GROUP 4....................$ 39.19 20.77

GROUP 5....................$ 39.41 20.77

GROUP 6....................$ 39.52 20.77

GROUP 7....................$ 39.64 20.77

PREMIUM PAY:

$3.75 per hour shall be paid on all Power Equipment Operator

work on the followng Military Bases: China Lake Naval

Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base,

Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics

Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp

Pendleton

Workers required to suit up and work in a hazardous material

environment: $2.00 per hour additional. Combination mixer

and compressor operator on gunite work shall be classified

as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch

Witch, with seat or similar type equipment; Elevator

operator-inside; Engineer Oiler; Forklift operator

(includes loed, lull or similar types under 5 tons;

Generator operator; Generator, pump or compressor plant

operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator);

Concrete mixer operator-skip type; Conveyor operator;

Fireman; Forklift operator (includes loed, lull or similar

types over 5 tons; Hydrostatic pump operator; oiler crusher

(asphalt or concrete plant); Petromat laydown machine; PJU

side dum jack; Screening and conveyor machine operator (or

similar types); Skiploader (wheel type up to 3/4 yd.

without attachment); Tar pot fireman; Temporary heating

plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar

type (Skid steer); Equipment greaser (rack); Ford Ferguson

(with dragtype attachments); Helicopter radioman (ground);

Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or

similar type); Boring machine operator; Boxman or mixerman

(asphalt or concrete); Chip spreading machine operator;

Concrete cleaning decontamination machine operator;

Concrete Pump Operator (small portable); Drilling machine

operator, small auger types (Texoma super economatic or

similar types - Hughes 100 or 200 or similar types -

drilling depth of 30' maximum); Equipment greaser (grease

truck); Guard rail post driver operator; Highline cableway

signalman; Horizontal Directional Drilling Machine;

Hydra-hammer-aero stomper; Micro Tunneling (above ground

tunnel); Power concrete curing machine operator; Power

concrete saw operator; Power-driven jumbo form setter

operator; Power sweeper operator; Rock Wheel Saw/Trencher;

Roller operator (compacting); Screed operator (asphalt or

concrete); Trenching machine operator (up to 6 ft.); Vacuum

or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant

engineer; Batch plant operator; Bit sharpener; Concrete

joint machine operator (canal and similar type); Concrete

planer operator; Dandy digger; Deck engine operator;

Derrickman (oilfield type); Drilling machine operator,

bucket or auger types (Calweld 100 bucket or similar types

- Watson 1000 auger or similar types - Texoma 330, 500 or

600 auger or similar types - drilling depth of 45'

maximum); Drilling machine operator; Hydrographic seeder

machine operator (straw, pulp or seed), Jackson track

maintainer, or similar type; Kalamazoo Switch tamper, or

similar type; Machine tool operator; Maginnis internal full

slab vibrator, Mechanical berm, curb or gutter(concrete or

asphalt); Mechanical finisher operator (concrete,

Clary-Johnson-Bidwell or similar); Micro tunnel system

(below ground); Pavement breaker operator (truck mounted);

Road oil mixing machine operator; Roller operator (asphalt

or finish), rubber-tired earth moving equipment (single

engine, up to and including 25 yds. struck); Self-propelled

tar pipelining machine operator; Skiploader operator

(crawler and wheel type, over 3/4 yd. and up to and

including 1-1/2 yds.); Slip form pump operator (power

driven hydraulic lifting device for concrete forms);

Tractor operator-bulldozer, tamper-scraper (single engine,

up to 100 h.p. flywheel and similar types, up to and

including D-5 and similar types); Tugger hoist operator (1

drum); Ultra high pressure waterjet cutting tool system

operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or

finishing); Asphalt paving machine operator (Barber Greene

or similar type); Asphalt-rubber distribution operator;

Backhoe operator (up to and including 3/4 yd.), small ford,

Case or similar; Cast-in-place pipe laying machine

operator; Combination mixer and compressor operator (gunite

work); Compactor operator (self-propelled); Concrete mixer

operator (paving); Crushing plant operator; Drill Doctor;

Drilling machine operator, Bucket or auger types (Calweld

150 bucket or similar types - Watson 1500, 2000 2500 auger

or similar types - Texoma 700, 800 auger or similar types -

drilling depth of 60' maximum); Elevating grader operator;

Grade checker; Gradall operator; Grouting machine operator;

Heavy-duty repairman; Heavy equipment robotics operator;

Kalamazoo balliste regulator or similar type; Kolman belt

loader and similar type; Le Tourneau blob compactor or

similar type; Loader operator (Athey, Euclid, Sierra and

similar types); Mobark Chipper or similar; Ozzie padder or

similar types; P.C. slot saw; Pneumatic concrete placing

machine operator (Hackley-Presswell or similar type);

Pumpcrete gun operator; Rock Drill or similar types; Rotary

drill operator (excluding caisson type); Rubber-tired

earth-moving equipment operator (single engine,

caterpillar, Euclid, Athey Wagon and similar types with any

and all attachments over 25 yds. up to and including 50 cu.

yds. struck); Rubber-tired earth-moving equipment operator

(multiple engine up to and including 25 yds. struck);

Rubber-tired scraper operator (self-loading paddle wheel

type-John Deere, 1040 and similar single unit); Self-

propelled curb and gutter machine operator; Shuttle buggy;

Skiploader operator (crawler and wheel type over 1-1/2 yds.

up to and including 6-1/2 yds.); Soil remediation plant

operator; Surface heaters and planer operator; Tractor

compressor drill combination operator; Tractor operator

(any type larger than D-5 - 100 flywheel h.p. and over, or

similar-bulldozer, tamper, scraper and push tractor single

engine); Tractor operator (boom attachments), Traveling

pipe wrapping, cleaning and bendng machine operator;

Trenching machine operator (over 6 ft. depth capacity,

manufacturer's rating); trenching Machine with Road Miner

attachment (over 6 ft depth capacity): Ultra high pressure

waterjet cutting tool system mechanic; Water pull

(compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types

(Calweld 200 B bucket or similar types-Watson 3000 or 5000

auger or similar types-Texoma 900 auger or similar

types-drilling depth of 105' maximum); Dual drum mixer,

dynamic compactor LDC350 (or similar types); Monorail

locomotive operator (diesel, gas or electric); Motor

patrol-blade operator (single engine); Multiple engine

tractor operator (Euclid and similar type-except Quad 9

cat.); Rubber-tired earth-moving equipment operator (single

engine, over 50 yds. struck); Pneumatic pipe ramming tool

and similar types; Prestressed wrapping machine operator;

Rubber-tired earth-moving equipment operator (single

engine, over 50 yds. struck); Rubber tired earth moving

equipment operator (multiple engine, Euclid, caterpillar

and similar over 25 yds. and up to 50 yds. struck), Tower

crane repairman; Tractor loader operator (crawler and wheel

type over 6-1/2 yds.); Woods mixer operator (and similar

Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder -

Certified.

GROUP 12: Auto grader operator; Automatic slip form operator;

Drilling machine operator, bucket or auger types (Calweld,

auger 200 CA or similar types - Watson, auger 6000 or

similar types - Hughes Super Duty, auger 200 or similar

types - drilling depth of 175' maximum); Hoe ram or similar

with compressor; Mass excavator operator less tha 750 cu.

yards; Mechanical finishing machine operator; Mobile form

traveler operator; Motor patrol operator (multi-engine);

Pipe mobile machine operator; Rubber-tired earth- moving

equipment operator (multiple engine, Euclid, Caterpillar

and similar type, over 50 cu. yds. struck); Rubber-tired

self- loading scraper operator (paddle-wheel-auger type

self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator

operating equipment with push-pull system (single engine,

up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator;

Remote- control earth-moving equipment operator (operating

a second piece of equipment: $1.00 per hour additional);

Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator,

operating equipment with push-pull system (single engine,

Caterpillar, Euclid, Athey Wagon and similar types with any

and all attachments over 25 yds. and up to and including 50

yds. struck); Rubber-tired earth-moving equipment operator,

operating equipment with push-pull system (multiple

engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator,

operating equipment with push-pull system (single engine,

over 50 yds. struck); Rubber-tired earth-moving equipment

operator, operating equipment with push-pull system

(multiple engine, Euclid, Caterpillar and similar, over 25

yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator,

operating equipment with push-pull system (multiple engine,

Euclid, Caterpillar and similar, over 50 cu. yds. struck);

Tandem tractor operator (operating crawler type tractors in

tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator,

operating in tandem (scrapers, belly dumps and similar

types in any combination, excluding compaction units -

single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types);

Rubber-tired earth-moving equipment operator, operating in

tandem (scrapers, belly dumps and similar types in any

combination, excluding compaction units - single engine,

Caterpillar, Euclid, Athey Wagon and similar types with any

and all attachments over 25 yds.and up to and including 50

cu. yds. struck); Rubber-tired earth-moving equipment

operator, operating in tandem (scrapers, belly dumps and

similar types in any combination, excluding compaction

units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator,

operating in tandem (scrapers, belly dumps and similar

types in any combination, excluding compaction units -

single engine, over 50 yds. struck); Rubber-tired

earth-moving equipment operator, operating in tandem

(scrapers, belly dumps, and similar types in any

combination, excluding compaction units - multiple engine,

Euclid, Caterpillar and similar, over 25 yds. and up to 50

yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator,

operating in tandem (scrapers, belly dumps and similar

types in any combination, excluding compaction units -

multiple engine, Euclid, Caterpillar and similar type, over

50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator,

operating equipment with the tandem push-pull system

(single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator,

operating equipment with the tandem push-pull system

(single engine, Caterpillar, Euclid, Athey Wagon and

similar types with any and all attachments over 25 yds. and

up to and including 50 yds. struck); Rubber-tired

earth-moving equipment operator, operating with the tandem

push-pull system (multiple engine, up to and including 25

yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator,

operating equipment with the tandem push-pull system

(single engine, over 50 yds. struck); Rubber-tired

earth-moving equipment operator, operating equipment with

the tandem push-pull system (multiple engine, Euclid,

Caterpillar and similar, over 25 yds. and up to 50 yds.

struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired

earth-moving equipment operator, operating equipment with

the tandem push-pull system (multiple engine, Euclid,

Caterpillar and similar type, over 50 cu. yds. struck)

CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed,

lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier

operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator;

Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western

or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist

operator (Chicago boom and similar type); Lift mobile

operator; Lift slab machine operator (Vagtborg and similar

types); Material hoist and/or manlift operator; Polar

gantry crane operator; Self Climbing scaffold (or similar

type); Shovel, backhoe, dragline, clamshell operator (over

3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline,

clamshell operator (over 5 cu. yds. mrc); Tower crane

repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton

capacity); Crawler transporter operator; Derrick barge

operator (up to and including 25 ton capacity); Hoist

operator, stiff legs, Guy derrick or similar type (up to

and including 25 ton capacity); Shovel, backhoe, dragline,

clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including

50 tons mrc); Derrick barge operator (over 25 tons up to

and including 50 tons mrc); Highline cableway operator;

Hoist operator, stiff legs, Guy derrick or similar type

(over 25 tons up to and including 50 tons mrc); K-crane

operator; Polar crane operator; Self erecting tower crane

operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and

including 100 tons mrc); Derrick barge operator (over 50

tons up to and including 100 tons mrc); Hoist operator,

stiff legs, Guy derrick or similar type (over 50 tons up to

and including 100 tons mrc), Mobile tower crane operator

(over 50 tons, up to and including 100 tons M.R.C.); Tower

crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and

including 200 tons mrc); Derrick barge operator (over 100

tons up to and including 200 tons mrc); Hoist operator,

stiff legs, Guy derrick or similar type (over 100 tons up

to and including 200 tons mrc); Mobile tower crane operator

(over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including

300 tons mrc); Derrick barge operator (over 200 tons up to

and including 300 tons mrc); Hoist operator, stiff legs,

Guy derrick or similar type (over 200 tons, up to and

including 300 tons mrc); Mobile tower crane operator (over

200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge

operator (over 300 tons); Helicopter pilot; Hoist operator,

stiff legs, Guy derrick or similar type (over 300 tons);

Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without

attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and

including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck);

Slip form pump operator (power-driven hydraulic lifting

device for concrete forms); Tugger hoist operator (1 drum);

Tunnel locomotive operator (over 10 and up to and including

30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.);

Small Ford, Case or similar; Drill doctor; Grouting machine

operator; Heading shield operator; Heavy-duty repairperson;

Loader operator (Athey, Euclid, Sierra and similar types);

Mucking machine operator (1/4 yd., rubber-tired, rail or

track type); Pneumatic concrete placing machine operator

(Hackley-Presswell or similar type); Pneumatic heading

shield (tunnel); Pumpcrete gun operator; Tractor compressor

drill combination operator; Tugger hoist operator (2 drum);

Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

$1.00 additional per hour for all of IMPERIAL County and the

portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as

defined below:

That area within the following Boundary: Begin in San

Bernardino County, approximately 3 miles NE of the intersection

of I-15 and the California State line at that point which is

the NW corner of Section 1, T17N,m R14E, San Bernardino

Meridian. Continue W in a straight line to that point which is

the SW corner of the northwest quarter of Section 6, T27S,

R42E, Mt. Diablo Meridian. Continue North to the intersection

with the Inyo County Boundary at that point which is the NE

corner of the western half of the northern quarter of Section

6, T25S, R42E, MDM. Continue W along the Inyo and San

Bernardino County boundary until the intersection with Kern

County, as that point which is the SE corner of Section 34,

T24S, R40E, MDM. Continue W along the Inyo and Kern County

boundary until the intersection with Tulare County, at that

point which is the SW corner of the SE quarter of Section 32,

T24S, R37E, MDM. Continue W along the Kern and Tulare County

boundary, until that point which is the NW corner of T25S,

R32E, MDM. Continue S following R32E lines to the NW corner of

T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E,

MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue

W to SW corner of SE quarter of Section 34, T32S, R30E, MDM.

Continue S to SW corner of T11N, R17W, SBM. Continue E along

south boundary of T11N, SBM to SW corner of T11N, R7W, SBM.

Continue S to SW corner of T9N, R7W, SBM. Continue E along

south boundary of T9N, SBM to SW corner of T9N, R1E, SBM.

Continue S along west boundary of R1E, SMB to Riverside County

line at the SW corner of T1S, R1E, SBM. Continue E along south

boundary of T1s, SBM (Riverside County Line) to SW corner of

T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to

Imperial County line at the SW corner of T8S, R10E, SBM.

Continue W along Imperial and Riverside county line to NW

corner of T9S, R9E, SBM. Continue S along the boundary between

Imperial and San Diego Counties, along the west edge of R9E,

SBM to the south boundary of Imperial County/California state

line. Follow the California state line west to Arizona state

line, then north to Nevada state line, then continuing NW back

to start at the point which is the NW corner of Section 1,

T17N, R14E, SBM

$1.00 additional per hour for portions of SAN LUIS OBISPO,

KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5

miles north of the community of Cholame, on the Monterey County

and San Luis Obispo County boundary at the NW corner of T25S,

R16E, Mt. Diablo Meridian. Continue south along the west side

of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW

corner of T30S, R17E, MDM. Continue S to SW corner of T31S,

R17E, MDM. Continue E to SW corner of T31S, R18E, MDM.

Continue S along West side of R18E, MDM as it crosses into San

Bernardino Meridian numbering area and becomes R30W. Follow

the west side of R30W, SBM to the SW corner of T9N, R30W, SBM.

Continue E along the south edge of T9N, SBM to the Santa

Barbara County and Ventura County boundary at that point whch

is the SW corner of Section 34.T9N, R24W, SBM, continue S along

the Ventura County line to that point which is the SW corner of

the SE quarter of Section 32, T7N, R24W, SBM. Continue E

along the south edge of T7N, SBM to the SE corner to T7N, R21W,

SBM. Continue N along East side of R21W, SBM to Ventura County

and Kern County boundary at the NE corner of T8N, R21W.

Continue W along the Ventura County and Kern County boundary to

the SE corner of T9N, R21W. Continue North along the East edge

of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue

West along the north edge of T12N, SBM to the SE corner of

T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM

and T32S MDM]. Continue North along the East side of R21E, MDM

to the Kings County and Kern County border at the NE corner of

T25S, R21E, MDM, continue West along the Kings County and Kern

County Boundary until the intersection of San Luis Obispo

County. Continue west along the Kings County and San Luis

Obispo County boundary until the intersection with Monterey

County. Continue West along the Monterey County and San Luis

Obispo County boundary to the beginning point at the NW corner

of T25S, R16E, MDM.

$2.00 additional per hour for INYO and MONO Counties and the

Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the

intersection of the northern boundary of Mono County and the

California state line at the point which is the center of

Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then

SE along the entire western boundary of Mono County, until it

reaches Inyo County at the point which is the NE corner of the

Western half of the NW quarter of Section 2, T8S, R29E, MDM.

Continue SSE along the entire western boundary of Inyo County,

until the intersection with Kern County at the point which is

the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM.

Continue E along the Inyo and Kern County boundary until the

intersection with San Bernardino County at that point which is

the SE corner of section 34, T24S, R40E, MDM. Continue E along

the Inyo and San Bernardino County boundary until the point

which is the NE corner of the Western half of the NW quarter of

Section 6, T25S, R42E, MDM. Continue S to that point which is

the SW corner of the NW quarter of Section 6, T27S, R42E, MDM.

Continue E in a straight line to the California and Nevada

state border at the point which is the NW corner of Section 1,

T17N, R14E, San Bernardino Meridian. Then continue NW along

the state line to the starting point, which is the center of

Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

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ENGI0012-004 08/01/2009

Rates Fringes

OPERATOR: Power Equipment

(DREDGING)

(1) Leverman................$ 44.83 17.22

(2) Dredge dozer............$ 40.36 17.22

(3) Deckmate................$ 40.25 17.22

(4) Winch operator (stern

winch on dredge)............$ 39.70 17.22

(5) Fireman-Oiler,

Deckhand, Bargeman,

Leveehand...................$ 39.16 17.22

(6) Barge Mate..............$ 39.77 17.22

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IRON0002-004 07/01/2010

Rates Fringes

Ironworkers:

Fence Erector...............$ 26.58 15.26

Ornamental, Reinforcing

and Structural..............$ 33.00 23.73

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval

Reserve-Niland,

Edwards AFB, Fort Irwin Military Station, Fort Irwin Training

Center-Goldstone, San Clemente Island, San Nicholas Island,

Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine

Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base,

Naval Post Graduate School - Monterey, Yermo Marine Corps

Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

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LABO0089-001 07/01/2011

Rates Fringes

LABORER (BUILDING and all

other Residential

Construction)

Group 1.....................$ 26.50 14.92

Group 2.....................$ 26.96 14.92

Group 3.....................$ 27.37 14.92

Group 4.....................$ 28.21 14.92

Group 5.....................$ 32.33 14.92

LABORER (RESIDENTIAL

CONSTRUCTION - See definition

below)

(1) Laborer.................$ 23.48 14.13

(2) Cleanup, Landscaping,

Fencing (chain link or

wood).......................$ 22.19 14.13

RESIDENTIAL DEFINITION: Wood or metal frame construction of

single family residences, apartments and condominums -

excluding (a) projects that exceed three stories over a

garage level, (b) any utility work such as telephone, gas,

water, sewer and other utilities and (c) any fine grading

work, utility work or paving work in the future street and

public right-of-way; but including all rough grading work

at the job site behind the existing right of way

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete

Screeding for Rought Strike-off; Concrete, water curing;

Demolition laborer; Flagman; Gas, oil and/or water pipeline

laborer; General Laborer; General clean-up laborer;

Landscape laborer; Jetting laborer; Temporary water and

air lines laborer; Material hoseman (walls, slabs, floors

and decks); Plugging, filling of Shee-bolt holes; Dry

packing of concrete; Railroad maintenance, Repair Trackman

and road beds, Streetcar and railroad construction trac

laborers; Slip form raisers; Slurry seal crews (mixer

operator, applicator operator, squeegee man, Shuttle man,

top man), filling of cracks by any method on any surface;

Tarman and mortar man; Tool crib or tool house laborer;

Window cleaner; Wire Mesh puling-all concrete pouring

operations

GROUP 2: Asphalt Shoveler; Cement Dumper (on 1 yard or larger

mixer and handling bulk cement); Cesspool digger and

installer; Chucktender; Chute man, pouring concrete, the

handling of the cute from ready mix trucks, such as walls,

slabs, decks, floors, foundations, footings, curbs, gutters

and sidewalks; Concrete curer-impervious membrane and form

oiler; Cutting torch operator (demoliton); Guinea chaser;

Headboard man-asphlt; Laborer,

packing rod steel and pans; membrane vapor barrier installer;

Power broom sweepers (small); Riiprap, stonepaver, placing

stone or wet sacked concrete; Roto scraper and tiller; Tank

sealer and cleaner; Tree climber, faller, chain saw

operator, Pittsburgh Chipper and similar type brush

shredders; Underground laborers, including caisson bellower

GROUP 3: Buggymobile; Concrete cutting torch; Concrete

cutting torch; Concrete pile cutter; Driller, jackhammer, 2

1/2 feet drill steel or longer; Dri Pak-it machine; High

sealer (including drilling of same); Hydro seeder and

similar type; Impact wrench, mult-plate; Kettlemen, potmen

and mean applying asphalt, lay-kold, creosote, line caustic

and similar type materials (applying means applying,

dipping, brushing or handling of such materials for pipe

wrapping and waterproofing); Operators of pneumatic, gas,

electric tools, vibratring machines, pavement breakers, air

blasting, come-along, and similar mechanical tools not

separately classified herein; Pipelayers back up man

coating, grouting, making of joints, sealing, caulking,

diapering and inclduing rubber gasket joints, pointing and

any and all other services; Rotary Scarifier or multiple

head concrete chipping scaarifier; Steel header board man

and guideline setter; Tampers, Barko, Wacker and similar

type; Trenching machine, handpropelled

GROUP 4: Asphalt raker, luterman, ironer, apshalt dumpman and

asphalt spreader boxes (all types); Concrete core cutter

(walls, floors or ceilings), Grinder or sander; Concrete

saw man; cutting walls or flat work, scoring old or new

concrete; Cribber, shorer, lagging, sheeting and trench

bracing, hand-guided lagging hammer; Laser beam in

connection with laborer's work; Oversize concrete vibrator

operator 70 pounds and over; Pipelayer performing all

services in the laying, installation and all forms of

connection of pipe from the point of receiving pipe in the

ditch until completion of oepration, including any and all

forms of tubular material, whether pipe, metallic or

non-metallic, conduit, and any other stationary type of

tubular device used for the conveying of any substance or

element, whether water, sewage, solid, gas, air or other

product whatsoever and without regard to the nature of

material from which the tubular material is fabricated; No

joint pipe and stripping of same; Prefabricated manhole

installer; Sandblaster (nozzleman), Porta shot-blast, water

blasting

GROUP 5: Blasters Powderman-All work of loading holes,

placing and blasting of all pwder and explosives of

whatever type, regardless of method used for such loading

and placing; Driller-all power drills, excluding

jackhammer, whether core, diamond, wagon, track, multiple

unit, and any and all other types of mechanical drills

without regard to the form of motive power.

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LABO0089-002 07/01/2010

Rates Fringes

LABORER (MASON TENDER)...........$ 27.11 14.38

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LABO0089-004 07/01/2011

HEAVY AND HIGHWAY CONSTRUCTION

Rates Fringes

Laborers:

GROUP 1.....................$ 26.50 14.92

GROUP 2.....................$ 26.96 14.92

GROUP 3.....................$ 27.37 14.92

GROUP 4.....................$ 28.21 14.92

GROUP 5.....................$ 32.33 14.92

LABORER CLASSIFICATIONS

GROUP 1: Laborer: General or Construction Laborer, Landscape

Laborer. Asphalt Rubber Material Loader. Boring Machine

Tender (outside), Carpenter Laborer (cleaning, handling,

oiling & blowing of panel forms and lumber), Concrete

Laborer, Concrete Screeding for rough strike-off, Concrete

water curing. Concrete Curb & Gutter laborer, Certified

Confined Space Laborer, Demolition laborer & Cleaning of

Brick and lumber,Expansion Joint Caulking; Environmental

Remediation, Monitoring Well, Toxic waste and Geotechnical

Drill tender, Fine Grader, Fire Watcher, Limbers, Brush

Loader, Pilers and Debris Handlers. flagman. Gas Oil and

Water Pipeline Laborer. Material Hoseman (slabs, walls,

floors, decks); Plugging, filling of shee bolt holes; Dry

packing of concrete and patching; Post Holer Digger

(manual); Railroad maintenance, repair trackman, road beds;

Rigging & signaling; Scaler, Slip-Form Raisers, Filling

cracks on any surface, tool Crib or Tool House Laborer,

Traffic control (signs, barriers, barricades, delineator,

cones etc.), Window Cleaner

GROUP 2: Asphalt abatement; Buggymobile; Cement dumper (on 1

yd. or larger mixers and handling bulk cement); Concrete

curer, impervious membrane and form oiler; Chute man,

pouring concrete; Concrete cutting torch; Concrete pile

cutter; driller/Jackhammer, with drill steel 2 1/'2 feet or

longer; Dry pak-it machine; Fence erector; Pipeline

wrapper, gas, oil, water, pot tender & form man; Grout man;

Installation of all asphalt overlay fabric and materials

used for reinforcing asphalt; Irrigation laborer;

Kettleman-Potman hot mop, includes applying asphalt,

lay-klold, creosote, lime caustic and similar tyhpes of

materials (dipping, brushing, handling) and waterproofing;

Membrane vapor barrier installer; Pipelayer backup man

(coating, grouting, making of joints, sealing caulkiing,

diapering including rubber basket joints, pointing);

Rotary scarifier, multiple head concrete chipper; Rock

slinger; Roto scraper & tiller; Sandblaster pot tender;

Septic tank digger/installer; Tamper/wacker operator; Tank

scaler & cleaner; Tar man & mortar man; Tree

climber/faller, chainb saw operator, Pittsburgh chipper &

similar type brush shredders.

GROUP 3: Asphalt, installation of all frabrics; Buggy Mobile

Man, Bushing hammer; Compactor (all types), Concrete Curer

- Impervious membrane, Form Oiler, Concrete Cutting Torch,

Concrete Pile Cutter,Driller/Jackhammer with drill steel 2

1/2 ft or longer, Dry Pak-it machine, Fence erector

including manual post hole digging, Gas oil or water

Pipeline Wrapper - 6 ft pipe and over, Guradrail erector,

Hydro seeder, Impact Wrench man (multi plate),

kettleman-Potman Hot Mop includes applying Asphalt,

Lay-Kold, Creosote, lime caustic and similar types of

materials (dipping, brushing or handling) and

waterproofing. Laser Beam in connection with Laborer work.

High Scaler, Operators of Pneumatic Gas or Electric Tools,

Vibrating Machines, Pavement Breakers, Air Blasting,

Come-Alongs and similar mechanical tools, Remote-Controlled

Robotic Tools in connection with Laborers work. Pipelayer

Backup Man (Coating, grouting,m makeing of joints, sealing,

caulking, diapering including rubber gasket joints,

pointing and other services). Power Post Hole Digger,

Rotary Scarifier (multiple head concrete chipper

scarifier), Rock Slinger, Shot Blast equipment (8 to 48

inches), Steel Headerboard Man and Guideline Setter,

Tamper/Wacker operator and similar types, Trenching Machine

hand propelled.

GROUP 4: Any worker exposed to raw sewage. Asphalt Raker,

Luteman, Asphalt Dumpman, Asphalt Spreader Boxes, Concrete

Core Cutter, Concrete Saw Man, Cribber, Shorer, Head Rock

Slinger. Installation of subsurface instrumentation,

monitoring wells or points, remediation system installer;

Laborer, asphalt-rubber distributor bootman; Oversize

concrete vibrator operators, 70 pounds or over. Pipelayer,

Prfefabricated Manhole Installer, Sandblast Nozzleman

(Water Balsting-Porta Shot Blast), Traffic Lane Closure.

GROUP 5: Blasters Powderman-All work of loading holes,

placing and blasting of all powder and explosives of

whatever type, regardless of method used for such loading

and placing; Horizontal directional driller, Boring system,

Electronic traking, Driller: all power drills excluding

jackhammer, whether core, diamond, wagon, track, multiple

unit, and all other types of mechanical drills without

regard to form of motive power. Environmental remediation,

Monitoring well, Toxic waste and Geotechnical driller,

Toxic waste removal. Welding in connection with Laborer's

work.

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LABO0300-008 08/05/2009

Rates Fringes

LABORER

PLASTER CLEAN-UP LABORER....$ 26.65 15.95

PLASTER TENDER..............$ 29.20 15.95

Work at Military Bases - $3.00 additional per hour:

Coronado Naval Amphibious Base, Fort Irwin, Marine Corps Air

Station-29 Palms, Imperial Beach Naval Air Station, Marine

Corps Logistics Supply Base, Marine Corps Pickle Meadows,

Mountain Warfare Training Center, Naval Air

Facility-Seeley, North Island Naval Air Station, Vandenberg

AFB.

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LABO0882-002 01/01/2010

Rates Fringes

Asbestos Removal Laborer.........$ 26.15 11.65

SCOPE OF WORK: Includes site mobilization, initial site

cleanup, site preparation, removal of asbestos-containing

material and toxic waste, encapsulation, enclosure and

disposal of asbestos- containing materials and toxic waste

by hand or with equipment or machinery; scaffolding,

fabrication of temporary wooden barriers and assembly of

decontamination stations.

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LABO1184-001 07/01/2011

Rates Fringes

Laborers: (HORIZONTAL

DIRECTIONAL DRILLING)

(1) Drilling Crew Laborer...$ 28.01 11.48

(2) Vehicle Operator/Hauler.$ 28.18 11.48

(3) Horizontal Directional

Drill Operator..............$ 30.03 11.48

(4) Electronic Tracking

Locator.....................$ 32.03 11.48

Laborers: (STRIPING/SLURRY

SEAL)

GROUP 1.....................$ 28.50 14.56

GROUP 2.....................$ 29.80 14.56

GROUP 3.....................$ 31.81 14.56

GROUP 4.....................$ 33.55 14.56

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including

repair and filling of cracks by any method on any surface

in parking lots, game courts and playgrounds; carstops;

operation of all related machinery and equipment; equipment

repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender -

removal of all traffic lines and markings by any method

(sandblasting, waterblasting, grinding, etc.) and

preparation of surface for coatings. Traffic control

person: controlling and directing traffic through both

conventional and moving lane closures; operation of all

related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and

application of pavement markers, delineating signs, rumble

and traffic bars, adhesives, guide markers, other traffic

delineating devices including traffic control. This

category includes all traffic related surface preparation

(sandblasting, waterblasting, grinding) as part of the

application process. Traffic protective delineating system

installer: removes, relocates, installs, permanently

affixed roadside and parking delineation barricades,

fencing, cable anchor, guard rail, reference signs,

monument markers; operation of all related machinery and

equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes

and markings; hot thermo plastic; tape traffic stripes and

markings, including traffic control; operation of all

related machinery and equipment

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PAIN0036-001 07/01/2011

Rates Fringes

Painters: (Including Lead

Abatement)

(1) Repaint (excludes San

Diego County)...............$ 26.05 10.35

(2) All Other Work..........$ 29.32 10.35

REPAINT of any previously painted structure. Exceptions:

work involving the aerospace industry, breweries,

commercial recreational facilities, hotels which operate

commercial establishments as part of hotel service, and

sports facilities.

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PAIN0036-010 10/05/2011

Rates Fringes

DRYWALL FINISHER/TAPER

(1) Building & Heavy

Construction................$ 33.22 13.31

(2) Residential

Construction (Wood frame

apartments, single family

homes and multi-duplexes

up to and including four

stories)....................$ 18.00 7.87

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PAIN0036-012 10/01/2010

Rates Fringes

GLAZIER..........................$ 38.75 15.55

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PAIN0036-019 02/01/2009

Rates Fringes

SOFT FLOOR LAYER.................$ 26.77 11.75

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PLAS0200-005 08/01/2011

Rates Fringes

PLASTERER........................$ 35.29 12.05

NORTH ISLAND NAVAL AIR STATION, COLORADO NAVAL AMPHIBIOUS

BASE, IMPERIAL BEACH NAVAL AIR STATION: $3.00 additional

per hour.

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PLAS0500-001 06/26/2010

Rates Fringes

CEMENT MASON/CONCRETE FINISHER

GROUP 1.....................$ 22.29 9.90

GROUP 2.....................$ 23.94 9.90

GROUP 3.....................$ 26.57 10.35

CEMENT MASONS - work inside the building line, meeting the

following criteria:

GROUP 1: Residential wood frame project of any size; work

classified as Type III, IV or Type V construction;

interior tenant improvement work regardless the size of the

project; any wood frame project of four stories or less.

GROUP 2: Work classified as type I and II construction

GROUP 3: All other work

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PLUM0016-006 07/01/2011

Rates Fringes

PLUMBER, PIPEFITTER,

STEAMFITTER

(1) Work on strip malls,

light commercial, tenant

improvement and remodel

work........................$ 30.79 16.70

(2) Work on new additions

and remodeling of

commercial buildings,

bars, restaurants, and

stores not to exceed 5,000

sq. ft. of floor space......$ 38.30 18.37

(3) All other work..........$ 39.50 19.35

(4) Camp Pendleton..........$ 44.00 19.35

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PLUM0016-011 07/01/2011

Rates Fringes

PLUMBER/PIPEFITTER

Residential.................$ 31.92 15.27

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PLUM0345-001 07/01/2011

Rates Fringes

PLUMBER

Landscape/Irrigation Fitter.$ 27.35 16.34

Sewer & Storm Drain Work....$ 26.82 18.18

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ROOF0045-001 08/01/2009

Rates Fringes

ROOFER...........................$ 23.63 6.50

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SFCA0669-001 04/01/2011

Rates Fringes

SPRINKLER FITTER.................$ 33.35 17.75

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SHEE0206-001 07/01/2010

Rates Fringes

SHEET METAL WORKER

Camp Pendleton..............$ 36.55 16.05

Except Camp Pendleton.......$ 34.55 16.05

Sheet Metal Technician......$ 23.99 4.71

SHEET METAL TECHNICIAN - SCOPE:

a. Existing residential buildings, both single and

multi-family, where each unit is heated and/or cooled by a

separate system b. New single family residential buildings

including tracts. c. New multi-family residential buildings,

not exceeding five stories of living space in height, provided

each unit is heated or cooled by a separate system. Hotels and

motels are excluded. d. LIGHT COMMERCIAL WORK: Any sheet

metal, heating and air conditioning work performed on a project

where the total construction cost, excluding land, is under

$1,000,000 e. TENANT IMPROVEMENT WORK: Any work necessary to

finish interior spaces to conform to the occupants of

commercial buildings, after completion of the building shell

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TEAM0036-001 07/01/2011

Rates Fringes

Truck drivers:

GROUP 1.....................$ 14.90 19.50

GROUP 2.....................$ 24.49 19.50

GROUP 3.....................$ 24.69 19.50

GROUP 4.....................$ 24.89 19.50

GROUP 5.....................$ 25.09 19.50

GROUP 6.....................$ 25.59 19.50

GROUP 7.....................$ 27.09 19.50

FOOTNOTE: HAZMAT PAY: Work on a hazmat job, where hazmat

certification is required, shall be paid, in addition to

the classification working in, as follows: Levels A, B and

C - +$1.00 per hour. Workers shall be paid hazmat pay in

increments of four (4) and eight (8) hours.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Fuel Man, Swamper

GROUP 2: 2-axle Dump Truck, 2-axle Flat Bed,Concrete Pumping

Truck, Industrial Lift Truck, Motorized Traffic Control,

Pickup Truck on Jobsite

GROUP 3: 2-axle Water Truck, 3-axle Dump Truck, 3-axle Flat

Bed, Erosion Control Nozzleman, Dump Crete Truck under 6.5

yd, Forklift 15,000 lbs and over, Prell Truck, Pipeline

Work Truck Driver, Road Oil Spreader, Cement Distributor or

Slurry Driver, Bootman, Ross Carrier

GROUP 4: Off-road Dump Truck under 35 tons 4-axles but less

than 7-axles, Low-Bed Truck & Trailer, Transit Mix Trucks

under 8 yd, 3-axle Water Truck, Erosion Control Driver,

Grout Mixer Truck, Dump Crete 6.5yd and over, Dumpster

Trucks, DW 10, DW 20 and over, Fuel Truck and Dynamite,

Truck Greaser, Truck Mounted Mobile Sweeper 2-axle Winch

Truck

GROUP 5: Off-road Dump Truck 35 tons and over, 7-axles or

more, Transit Mix Trucks 8 yd and over, A-Frame Truck,

Swedish Cranes

GROUP 6: Off-Road Special Equipment (including but not

limited to Water Pull Tankers, Athey Wagons, DJB, B70

Wuclids or like Equipment)

GROUP 7: Repairman

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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

(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

See attached document WETLAND SPECS (2).  
  
   
 See attached document HELIX SIGNED SET 080811 1-4.  
  
   
 See attached document HELIX SIGNED SET 080811 PG 5-8.