



RFQ No. DACW67-02-Q-0080

**US Army Corps
of Engineers®**
Seattle District

**Project: EQUIPMENT RENTAL – LYNDEN LEVEE
REHABILITATION**

Location: NOOKSACK RIVER, LYNDEN, WASHINGTON

**CONSTRUCTION SOLICITATION
AND SPECIFICATIONS**

Closing Date: 12 JUNE 2002
Closing Time: 10:00 LOCAL TIME

REMARKS: Quotes may be faxed to (206) 764-6817, Attention: Jackie Johnson or mailed to US Army, Corps of Engineers, Seattle District, Attention: Jackie Johnson, P.O. Box 3755, Seattle, WA 98124-3755.

REQUEST FOR QUOTATIONS (THIS IS NOT AN ORDER)		THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE			PAGE	OF PAGES			
1. REQUEST NO. DACW67-02-Q-0080		2. DATE ISSUED 08-Jun-2002		3. REQUISITION/PURCHASE REQUEST NO. W68MD9-2150-9370		4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1		RATING	
5a. ISSUED BY USA ENGINEER DISTRICT, SEATTLE ATTN: CENWS-CT P.O. BOX 3755 SEATTLE WA 98124-3755				6. DELIVER BY (Date) 17-Jun-2002					
5b. FOR INFORMATION CALL: (Name and Telephone no.) (No collect calls) JACQUELINE W JOHNSON 206-764-6693				7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)					
8. TO: NAME AND ADDRESS, INCLUDING ZIP CODE				9. DESTINATION (Consignee and address, including ZIP Code) SUPPLY & FACILITIES MGMT BR. 4735 E. MARGINAL WAY S. SEATTLE WA 98134-2385 Phone: FAX:					
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS: (Date) 12-Jun-2002									
IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.									
11. SCHEDULE (Include applicable Federal, State, and local taxes)									
ITEM NO. (a)	SUPPLIES/ SERVICES (b)			QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)		
SEE SCHEDULE									
12. DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS (%)		b. 20 CALENDAR DAYS (%)		c. 30 CALENDAR DAYS (%)		d. CALENDAR DAYS No. (%)	
NOTE: Additional provisions and representations <input type="checkbox"/> are <input type="checkbox"/> are not attached.									
13. NAME AND ADDRESS OF QUOTER (Street, City, County, State, and ZIP Code)				14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION				15. DATE OF QUOTATION	
				16. NAME AND TITLE OF SIGNER (Type or print)				TELEPHONE NO. (Include area code)	

SECTION B Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	RENTAL EQUIPEMENT WITH OPERATORS FFP - LYNDEN LEVEE LOCATED AT LYNDEN, WASHINGTON. REHABILITATION EQUIPMENT. EQUIPMENT WILL BE UTILIZED AS FOLLOWS IN ACCORDANCE WITH THE SCOPE OF WORK INCORPORATED HEREIN. HOURS PAYMENT WILL BE MADE BASED ON WAGE DETERMINATION NO. General Decision Number WA020009 DATED 03/01/2002 PURCHASE REQUEST NUMBER W68MD9-2150-9370	1.00	Lump Sum		

NET AMT

SCHEDULE

<u>ITEM NO.</u>	<u>TYPE OF EQUIPMENT</u>	<u>EST QTY</u>	<u>UNIT</u>	<u>PRICE</u>	<u>TOTAL</u>
0001	300 Series Hydraulic Excavator w/thumb , min. 27' reach, 155hp,				
0001AA	Excavator Reg Hrs	146	HRS	\$_____	\$_____
0001AB	Excavator Ovt Hrs	70	HRS	\$_____	\$_____
0001AC	Mob/Demob	1	LS	\$_____	
0002	Loader, rubber tire, min. 3 cubic yard bucket, w/ teeth				
0002AA	Loader Reg Hrs	90	HRS	\$_____	\$_____
0002AB	Loader Ovt Hrs	50	HRS	\$_____	\$_____
0002AB	Mob/Demob	1	LS	\$_____	

0003 Dozer w/6 way blade,
(sim. to D-6 or JD750)

0004AA	Dozer	Reg Hrs	146	HRS	\$_____	\$_____
0004AB	Dozer	Ovt Hrs	70	HRS	\$_____	\$_____
0004AC	Mob/Demob		1	LS	\$_____	

5 June 2002

LYNDEN LEVEE REHABILITATION

SCOPE OF WORK FOR EQUIPMENT RENTAL

1. LOCATION

Equipment and operators furnished under this purchase order shall be delivered to and used at the Lynden Levee Rehabilitation Project, located on the Nooksack River, in Lynden Washington.

2. WORK TO BE DONE

Work shall consist of repairing both the breach and backslope scour along an approximately 3000 foot section of the levee. The levee breach will be repaired to match the horizontal and vertical alignment of the existing levee, with a 3H:1V riverward slope and a 5H:1V backslope. The breach site will be accessed by building an access road along the levee.

3. COMMENCEMENT, PROSECUTION AND COMPLETION

It is anticipated that work will be accomplished from 17 June 2002 to 17 July 2002.

4. INSPECTION AND SUPERVISION

All work will be conducted under direction of the Emergency Management Branch, Seattle District, Corps of Engineers.

5. SAFETY REQUIREMENTS

Operation of equipment shall be conducted in accordance with the requirements of EM 385-1-1 "Safety and Health Requirements Manual", dated 3 September 1996. All dump trucks are required to have CC permits. Back-up alarms are required for all trucks and bulldozers.

6. PAYMENT

(a) Payment

(1) Mobilization and Demobilization: Payment will be made at the purchase order lump sum price for (items including) Mobilization and

Demobilization, payment of which shall constitute full compensation for assembling equipment at site preparatory to starting work, and for removing it therefrom at completion of the work under direction of the Contracting Officer.

(2) Hourly Payment: Hourly Payment will made based on the actual number of hours each type of equipment with the driver/operator(s) work on this purchase order.

SECTION D Packaging and Marking

AWARD SHALL BE ISSUED PURSUANT TO THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM.

REQUEST FOR A COPY OF REQUEST FOR QUOTE CAN BE MADE BY FAX AT: 206/764-6718 ATTN: JACQUELINE JOHNSON.

SMALL BUSINESS SET-ASIDE ONLY -LARGE BUSINESS WILL NOT BE CONSIDERED

NOTES:

1. REPRESENTATIONS AND CERTIFICATIONS CONTAINED HEREIN MUST BE COMPLETED BY QUOTERS AND RETURNED WITH OFFERS.
2. MARKINGS OF QUOTE ENVELOPES, QUOTES SHALL BE PLAINLY MARKED AS FOLLOWS:

QUOTE FOR: **EQUIPMENT & OPERATOR RENTAL – LYNDEN LEVEE**
REQUEST FOR QUOTATION NO. **DACW67-00-Q-0080**
CLOSING DATE AND TIME: **12 JUN 2002 10:00 AM LOCAL**

3. FAXED QUOTES SHALL BE ACCEPTED BEFORE CLOSING AT FAX: 206/764-6817 ATTN: JACKIE JOHNSON. MAILED QUOTES SHALL BE ACCEPTED BEFORE CLOSING @ US ARMY CORPS OF ENGINEERS, SEATTLE DISTRICT, PO BOX 3755 SEATTLE WA 98124. PHYSICAL ADDRESS: 4735 E MARGINAL WAY S, SEATTLE WA 98134-2385. PLEASE REFERENCE BY RFQ NO. **DACW67-00-Q-0080**.
4. CONTRACTORS OUTSIDE OF EDI SHALL BE ALLOWED TO QUOTE. EDI VENDORS MUST REQUEST SPECIFICATIONS AND WAGE RATE. FAILURE TO DO SO WILL RESULT IN REJECTION OF OFFERS.
5. **BONDING REQUIREMENTS:** FOR AWARDS GREATER THAN \$25,000.00 THE CONTRACTOR SHALL PROVIDE ONE OF THE FOLLOWING WITHIN 5 DAYS OF THE AWARD:
 - A. PAYMENT BOND WILL BE FOR 50% OF THE TOTAL AWARD AMOUNT.
 - B. IRREVOCABLE LETTER OF CREDIT.
6. AWARD SHALL BE MADE TO THE RESPONSIVE AND RESPONSIBLE OFFEROR WITH THE LOWEST OFFER.
7. ANY CONTRACTOR RECEIVING AN AWARD IS REQUIRED TO BE REGISTERED IN THE CCR (CENTRAL CONTRACTING REGISTRY).

ENCL:

WAGE RATES
SPECIFICATIONS

CONTRACTOR IS REQUIRED TO PROVIDE THE FOLLOWING INFORMATION WITH YOUR QUOTE:

FEDERAL TAX ID NUMBER: _____

DUN AND BRADSTREET NUMBER: _____
 CONTRACTOR CAN OBTAIN DUNS NUMBER BY CALLING 800/333-0505

IS CONTRACTOR REGISTERED IN THE CCR? YES _____ NO _____

CCR NUMBER: _____

NOTE TO PROSPECTIVE OFFERORS:

THE DIRECTOR OF DEFENCE PROCUREMENT HAS ISSUED A FINAL RULE AMENDING THE DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS) TO REQUIRE CONTRACTORS TO BE REGISTERED IN THE DOD CENTRAL CONTRACTOR REGISTRATION (CCR) FOR AWARDS RESULTING FROM SOLICITATION ISSUED AFTER MAY 31, 1998.

THIS RULE MORE EFFICIENTLY IMPLEMENTS THE DEBT COLLECTION IMPROVEMENT ACT OF 1996 AS IT REQUIRES CONTRACTORS TO BE REGISTERED IN CCR FOR CONSIDERATION OF FUTURE SOLICITATIONS, AWARDS, AND PAYMENT. REGISTRATION IS REQUIRED PRIOR TO AWARD OF ANY CONTRACT, BASIC AGREEMENT, BASIC ORDERING AGREEMENT, OR BLANKET PURCHASE AGREEMENT FROM A SOLICITATION ISSUED AFTER MAY 31, 1998. LACK OF REGISTRATION IN THE CCR DATABASE WILL MAKE AN OFFER INELIGIBLE FOR AWARD.

THE CCR WEB SITE MAY BE ACCESSED AT WWW.CCR.GOV. YOU MAY CALL 1-888-227-2423 TO OBTAIN A REGISTRATION PACKET OR REGISTER ONLINE AT WWW.ACQ.OSD.MIL/EC.

General Decision Number WA020009

General Decision Number WA020009

Superseded General Decision No. WA010009

State: Washington

Construction Type:

BUILDING

HEAVY

HIGHWAY

County(ies):

BENTON

FRANKLIN

BENTON AND FRANKLIN COUNTIES (D.O.E. HANFORD SITE ONLY)

BUILDING (does not include residential construction consisting of single family homes and apartments up to and including 4 stories), **HEAVY and HIGHWAY** CONSTRUCTION

Modification Number Publication Date
 0 03/01/2002

COUNTY(ies):
 BENTON FRANKLIN

SUWA1001B
 (D.O.E. HANFORD SITE ONLY)

SUWA1001B 09/03/2001

	Rates	Fringes
ASBESTOES WORKER/INSULATORS	26.00	7.08
*BOILERMAKERS (effective 10/1/2001)	24.16	12.95
BRICKLAYERS	23.16	8.41
CARPENTERS:		
Carpenters	23.18	6.00
Piledriver	23.45	6.00
Boom man	23.72	6.00
Sawfiler, Stationary Power		
Woodworking Tool Operator	23.34	6.00
Millwright & Machine erector	24.29	6.00
CEMENT MASONS:		
GROUP 1	23.18	5.63
GROUP 2	22.80	5.63
GROUP 3	23.31	5.63
*ELECTRICIANS (effective 12/01/2001)		
Electricians	28.20	3%+8.18
Cable Splicers	29.61	3%+8.18
IRONWORKERS	24.52	11.25
MARBLE MASONS (inside)	21.30	6.68
PAINTERS(includes tape finishers, soft floor covers, glaziers, spray painters, steel painters, steam clean and acid etching	19.92	4.59
PLUMBERS/PIPEFITTERS	28.85	11.55
ROOFERS	20.17	5.60
SHEET METAL WORKERS	25.43	8.88
SPRINKLER FITTERS	24.35	8.05
TILE SETTER and TERRAZZO WORKERS	21.12	6.68
LABORERS:		
GROUP 1	19.76	5.00
GROUP 2	20.03	5.00
GROUP 3	20.30	5.00
GROUP 4	20.58	5.00
GROUP 5	21.14	5.00
POWER EQUIPMENT OPERATORS:		
GROUP 1	21.49	6.02
GROUP 2	21.81	6.02
GROUP 3	22.42	6.02
GROUP 4	22.58	6.02

GROUP 5	22.74	6.02
GROUP 6	23.02	6.02
GROUP 7	23.29	6.02
GROUP 8	24.39	6.02
GROUP 9	25.73	6.02

TRUCK DRIVERS:

GROUP 1	18.54	8.52
GROUP 2	20.81	8.52
GROUP 3	20.85	8.52
GROUP 4	21.14	8.52
GROUP 5	21.25	8.52
GROUP 6	21.42	8.52
GROUP 7	21.95	8.52
GROUP 8	22.28	8.52

CEMENT MASON CLASSIFICATIONS

GROUP 1: Rodding, tamping, floating, troweling, patching, stoning, rubbing, sack rubbing; All exposed aggregate finishing; Setting of screeds, screeds forms, curb and gutter and sidewalk forms; Preparation of all concrete for caulking of the joints and the caulking of expansion joints; Preparation of concrete for the application of hardners, sealers and curing compounds and their application; Grouting and dry packing of machine base; Removal of snap ties and she bolts prior to patching of concrete

GROUP 2: Power troweling machine operator; Troweling of magnesite, torganal or material with epoxy bases of oxichloride base; All power grinders, bushing hammer, chipping gun; All sandblasting for architectural finishes and exposing of aggregate for finish; Concrete sawing and cutting for expansion joints and scoring for decorative patterns; Operating of Clary-type floats, Longitudinal Floats, Rodding Machines and Belting Machines; Scarifiers; Working on scaffolds

GROUP 3: Grinding, bushing or chipping of toxic materials or high density concrete; Operating of power tools on a scaffold

LABORER CLASSIFICATIONS

GROUP 1: Brush Hog Feeder; Carpenter Tender; Cement Handler; Concrete Ssignalman; Concrete Crewman (to include Stripping of forms, hand operating jacks on slip form construction, application of concrete curing compounds, pumpcrete machine, signaling, handling the nozzle of squeezecrete or similar machine-6 inches and smaller); Crusher Feeder; Demolition (to include clean-up, burning, loading, wrecking and salvage of all material); Dumpman; Fence Erector (to include Guard Rail, guide and reference posts, sign posts, and right-of-way markers); Flagman; Form cleaning machine feeder; Stacker; General Laborer; Group Machine Header Tender; Miner, Class "A" (to include bull gang, concrete crewman, dumpman and pumpcrete crewman, including distributing pipe, assembly and dismantle, and nipper); Nipper; Riprap Man; Sandblast Tailhoseman, wood or steel; Scaleman; Stake Jumper; Structural Mover (to include separating foundation, preparation, cribbing, shoring, jacking and unloading of structures); Tailhoseman (water nozzle); Timber Bucker and Faller (by hand); Truck Loader; Wellpoint Man; Window Cleaner

GROUP 2: Asphalt Raker; Asphalt Roller, walking; Cement Finisher Tender; Concrete Saw, walking; Demolition Torch; Dope Pot Fireman, non-mechanical; Driller Tender (when required to move and position machine); Form Setter, paving; Grade Checker using level optional; Jackhammer Operator; Miner, Class "B" (to include brakeman, finisher, vibrator, and form setter); Nozzleman (to include squeeze and flow-crete nozzle); Nozzleman, water, air or steam; Pavement Breaker (under 90 lbs); Pipelayer, corrugated metal culvert; Pipelayer, multi-section; Pot Tender; Power Buggy Operator; Power Tool Operator, gas, electrical, pneumatic; Rodder and Spreader; Tamper (to include operation of Barco, Essex and

similar Tampers); Trencher, Shawnee; Tugger Operator; Wagon Drills; Wheelbarrow, power driven; Water Pipe Liner

GROUP 3: Air Track Drill; Bit Grinder; Brush Machine (to include Horizontal construction joint clean-up brush machine, power propelled); Caisson Worker, free air; Chain Saw Operator and Faller; Concrete Stack (to include Laborers when working on free standing concrete stacks for smoke or fume control above 40 ft high); Gunnite (to include operation of machine and nozzle); High Scaler; Hod Carrier; Miner, Class "C" (to include miner, nozzleman for concrete, and laser beam operator on tunnels); Monitor Operator (air track or similar mounting); Mortar Mixer; Nozzleman (to include jet blasting nozzleman, over 1200 lbs., jet blast machine, power propelled, sandblast nozzle); Pipelayer (to include working topman, caulker, collarman, jointer, mortarman, rigger, jacker, shorer, valve or meter installer, tamper); Pipewrapper; Vibrators (all)

GROUP 4: Drills with dual masts; Miner Class "D" (to include raise and shaft miner, laser beam operator on raises and shafts)

GROUP 5: Powderman

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Bit Grinders; Bolt Threading Machine; Compressors (under 2000 CFM, gas, diesel or electric power); Crusher Feeder (mechanical); Deck Hand; Drillers Tender; Fireman and Heater Tender; Grade Checker; Tender Mechanic or Welder, H.D.; Hydro-seeder, Mulcher, Nozzleman; Oiler; Oiler and Cable Tender, Mucking Machine; Pumpman; Rollers, all types on subgrade (farm type, Case, John Deere and similar, or Compacting Vibrator), except when pulled by Dozer with operable blade; Steam Cleaner; Welding Machine

GROUP 2: A-Frame Truck (single drum); Assistant Refrigeration Plant (under 1000 ton); Assistant Plant Operator, Fireman or Pugmixer (asphalt); Bagley or Stationary Scraper; Belt Finishing Machine; Blower Operator (cement); Cement Hog; Compresor (2000 CFM or over, 2 or more, gas, diesel or electric power); Concrete Saw (multiple cut); Distributor Leverman; Ditch Witch or similar; Elevator, hoisting materials; Dope Pots (power agitated); Fork Lift or Lumber Stacker, Hydra-lift and similar; Gin Trucks (pipeline); Hoist, single drum; Loaders (bucket, elevators and conveyors); Longitudinal Float; Mixer (portable - concrete); Pavement Breaker, Hydra-hammer and similar; Power Broom; Spray Curing Machine (concrete); Spreader Box (self-propelled); Straddle Buggy (Ross and similar on construction job only); Tractor (Farm type R/T with attachments, except Backhoe); Tugger Operator

GROUP 3: A-Frame Truck (2 or more drums); Assistant Refrigeration Plant and Chiller Operator (over 1000 ton); Backfillers (Cleveland and similar); Batch Plant and Wet Mix Operator single unit (concrete); Belt-crete Conveyors with power pack or similar; Belt Loader (Kocal or similar); Bend Machine; Bob Cat; Boring Machine (earth); Boring Machine (rock under 8" bit) (Quarry Master, Joy or similar); Bump Cutter (Wayne, Saginaw or similar); Canal Lining Machine (concrete); Chipper (without crane), Cleaning and Doping Machine (pipeline); Deck Engineer; Elevating Belt-type Loader (Euclid, Barber Green and similar); Elevating Grader-type Loader (Dumor, Adams or similar); Generator Plant Engineers (diesel, electric); Guniting Combination Mixer and Compressor; Locomotive Engineer; Mixermobile; Posthole Auger or Punch; Pump (grout or jet); Soil Stabilizer (P & H or similar); Spreader Machine; Tractor (to D-6 or equivalent) and Traxacavator; Traverse Finish Machine; Turnhead Operator

GROUP 4: Blade Operator (motor patrol and attachments); Concrete Pumps (squeeze-crete, flow-crete, pump-crete, Whitman and

similar); Curb Extruder (asphalt or concrete); Drills (Churn, Core, Calyx, or Diamond); Equipment Serviceman; Greaser and Oiler; Hoist (2 or more drums or Tower Hoist); Loaders (overhead and front-end, under 4 yards R/T); Refrigeration Plant Engineers (under 1000 ton): Rubber-tire skidders (R/T with or without attachments); Screed Operator; Surface Heater and Planer Machine; Trenching Machines (under 7 ft depth capacity); Turnhead (with re-screening); Vacuum Drill (reverse circulation drill under 8" bit)

GROUP 5: Drilling Equipment (8" bit and over) (Robbins, reverse circulation and similar); Hoe Ram; Paving (dual drum); Refrigeration Plant Engineer (1000 tons and over); Signalman (Whileys, Highline, Hammerheads or similar)

GROUP 6: Automatic Subgrader (Ditches and Trimmers) (Autograde, ABC, R.A. Hansen and similar on grade wire); Backhoe (under 1 yd); Batch Plant (over 4 units); Batch and Wet Mix Operator (multiple units, 2 and including 4); Boat Operator; Cableway Controller (dispatcher); Cranes (25 tons and under); Derricks and Stifflegs (under 65 tons); Drill Doctor; Multiple Dozer Units with single blade; Paving Machine (asphalt and concrete); Piledriving Engineers; Roller (finishing pavement); Trenching Machines (7 ft depth and over)

GROUP 7: Asphalt Plant Operator (Backhoes (1 yd to 3 yds); Blade (finish and bluetop) Automatic, CMI, ABC and similar when used as automatic; Boom Cats (side); Cableway Operators; Clamshell Operators (under 3 yds); Concrete Slip Form Paver; Cranes (over 25 tons, including 45 tons); Crusher, Grizzle and Screening Plant Operator; Draglines (under 3 yds); Elevating Belt (holland type); Gradall (1 yd to 3 yds); H.D. Mechanic; H.D. Welder; Loader Operator (front-end and overhead, 4 yards, including 8 yds); Mucking Machine; Quadtrack or similar equipment; Rubber-tired Scrapers; Shovels (under 3 yds); Tractors (D-6 and equivalent and over)

GROUP 8: Backhoes (3 yds and over); Cranes (over 45 tons, and all climbing, rail and tower); Clamshell Operator (3 yds. and over); Derricks and Stifflegs (65 tons and over); Draglines (3 yds and over); Loader (360 degrees revolving Koehring Scooper or similar); Loaders (overhead and front-end, over 8 yds) Helicopter Pilot; Shovels (3 yds and over); Whirleys and Hammerheads, all

GROUP 9: Transi-lift

ALL CRANE BOOMS, INCLUDING TOWER CRANES:

Measure from center of rotation to center of shaft
(radius): 130' TO 200' .30 hr. additional to classification
Over 200' .60 hr. additional to classification

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Escort Driver or Pilot Car tender and swamper, Pickup Hauling Employees or Materials

GROUP 2: Flat Bed Truck, single rear axle; Fork Lift, 3000 lbs and under; Leverperson Loading Trucks at Bunkers; Seeder and Mulcher; Stationary Fuel Operator; Team Driver; Tractor (small rubber tired, pulling trailer or similar equipment); Water Tank Truck, up to 1800 gallons

GROUP 3: Bus Driver or Employee Haul Driver; Flat Bed Truck, dual rear axle; Power Boat hauling employees or material

GROUP 4: Buggy Mobile and similar; Bulk Cement Tanker; Power Operated Sweeper; Straddle Carrier (Ross, Hyster and similar); Water Tank Truck, 1801-4000 gallons

GROUP 5: Auto Crane, 2000 lbs capacity; Bulk Cement Spreader;

Dumptr (6 yds and under); Flat Bed Truck (with hydraulic system); Fork Lift (3001-16,000 lbs); Fuel Truck Driver, steam cleaner and washer; Rubber-tired Tunnel Jumbo; Scissors Truck; Slurry Truck Driver; Transite Mixers & mixers hauling concrete over 3 yd to and including 6 yd.; Wrecker and Tow Trucks

GROUP 6: Burner, Cutter and Welder; Service Greaser; Tireperson; Truck, side, end, and bottom & articulated end dump (over 6 yds to and including 12 yds); A-Frame; Water Tank Truck, 6001 to 8000 gallons

GROUP 7: Dumps, semi-end; Flagerty Spreader Box Driver; Flowboys; Fork lift, 16,000 lbs and over; Lowboy, 50 tons and under; Mechanic, Field; Oil Distributors Driver (road, bootperson, leverperson); and Oil Tank Driver; Self-Loading Roll Off and Dumpster over 6 yds; Stringer Truck (cable operated trailer); "Tractor with Steer Trailer; Transfer Truck & Trailer; Transit Mixers & Truck Hauling Concrete: over 6 yards to and including 20 yards; Truck & Pup; Trucks, side, end, bottom, & articulated end dump: over 12 yards to and including 100 yards; Turnarocker, DW's & similar, with 2 or or more 4 wheel-power tractor with trailer, gallonage or yardage scale, whichever is greater; Vacuum truck (super sucker, guzzler, etc.); Water Tank Truck, 12,001 to 14,000

GROUP 8: Helicopter Pilot hauling employees or material; Lowboy, over 50 tons; Prime movers & stinger truck; Transit Mixers and truck hauling concrete, over 20 yards; Trucks, side, end bottom and articulated end dump, over 100 yards.

SUWA1002A 03/22/1996		
	Rates	Fringes
LANDSCAPE LABORERS	8.00	

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

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

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

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

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

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

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

END OF GENERAL DECISION

SECTION I Contract Clauses

CLAUSES INCORPORATED BY REFERENCE:

52.204-3	Taxpayer Identification	OCT 1998
52.217-5	Evaluation Of Options	JUL 1990
52.219-20	Notice of Emerging Small Business Set-Aside	JAN 1991
52.219-21	Small Business Size Representation For Targeted Industry Categories Under The Small Business Competitiveness Demonstration Program	MAY 1999
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-6	Davis Bacon Act	FEB 1995
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-26	Equal Opportunity	APR 2002
52.236-1	Performance of Work by the Contractor	APR 1984
52.236-2	Differing Site Conditions	APR 1984
52.236-4	Physical Data	APR 1984
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, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.243-1	Changes--Fixed Price	AUG 1987
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.249-13	Failure To Perform	APR 1984
252.204-7004	Required Central Contractor Registration	NOV 2001

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

(ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).

(iii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

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

(v) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

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

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

(iv) 52.232-25, Prompt Payment (Feb 2002).

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

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

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

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

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

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

(ii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).

(iii) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793). (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

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

(v) 52.222-41, Service Contract Act of 1965, As Amended (May 1989) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands).

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

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

(viii) 52.225-1, Buy American Act--Supplies (May 2002) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use within the United States if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--

(ix) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (June 2000) (46 U.S.C. 1241). (Applies to supplies transported by ocean vessels.)

(A) Is set aside for small business concerns; or

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

(x) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (May 1999). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

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

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

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

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

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

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

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

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

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

<http://www.dtic.mil/dfars>

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

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

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

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

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to

the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

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

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

(End of clause)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 234990 NAICS code.

(2) The small business size standard is \$28.5.

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

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

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

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

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

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

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

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

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

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

(d) Notice.

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

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

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

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

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

(End of provision)

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

(a) Definition.

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

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

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

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

No. of Employees Avg. Annual Gross Revenues

- ___ 50 or fewer ___ \$1 million or less
- ___ 51 - 100 ___ \$1,000,001 - \$2 million
- ___ 101 - 250 ___ \$2,000,001 - \$3.5 million
- ___ 251 - 500 ___ \$3,500,001 - \$5 million
- ___ 501 - 750 ___ \$5,000,001 - \$10 million
- ___ 751 - 1,000 ___ \$10,000,001 - \$17 million
- ___ Over 1,000 ___ Over \$17 million

(End of provision)

52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to

- (1) conditions bearing upon transportation, disposal, handling, and storage of materials;
- (2) the availability of labor, water, electric power, and roads;
- (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site;
- (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed

preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

(End of clause)

252.217-7015 SAFETY AND HEALTH (DEC 1991)

Nothing contained in the Master Agreement or any job order shall relieve the Contractor of any obligations it may have to comply with --

(a) The Occupational Safety and Health Act of 1970 (29 U.S.C. 651, et seq.);

(b) The Safety and Health Regulations for Ship Repairing (29 CFR part 1915); or

(c) Any other applicable Federal, State, and local laws, codes, ordinances, and regulations.

(End of clause)