RFP No. **DACA09-00-R-0010**

U.S. ARMY CORPS
OF ENGINEERS
LOS ANGELES DISTRICT

IDIQ FOR ASBESTOS AND LEAD BASED PAINT ABATEMENT AND RESTORATION OF ABATED AREAS

SOUTH PACIFIC DIVISION (INCLUDES CALIFORNIA, NEVADA, UTAH, ARIZONA & NEW MEXICO)

Construction Solicitation and Specifications

REQUEST FOR PROPOSAL

JUNE 2000

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. DACA09-00-R-0010	2. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)	3. DATE ISSUED 08-Jun-2000	PAGE OF PAGES 1 OF 172

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

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. W81EYN-0125-9030	6. PROJECT NO.

7. ISSUED BY CODE DACA09	8. ADDRESS OFFER TO (If Other Than Item 7) CODE
CONTRACTING DIVISION PO BOX 532711 LOS ANGELES, CA 90053-2352	**See Item 7**

9. FOR INFORMATION CALL:	A. NAME Lucy Carvajal	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (213) 452-3240

SOLICITATION

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

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

IDIQ Contract for Abatement of Asbestos, Lead-Base Paint and Materials with PCB's and Restoration of Abated Surfaces/Structures, Primarily Within the Southern California Boundaries of the Los Angeles District, COE. It will be available to other Corps of Engineers Customers in the South Pacific Division Area with the concurrence from the contract awardee. The contract duration is 36 MONTHS or MAXIMUM NTE Value of $29,850,000.00, whichever occurs first.

This procurement consists one solicitation with the intent of awarding one (1) Task Order Contract. The evaluation method is negotiated procurement. A nonprice/cost proposal and price proposal will be required. Evaluation by the Government will result in selection of a firm that represents the best value to the Government. The contract will have a maximum Task Order Limitation of $5,000,000.00.

11. The Contractor shall begin performance within * calendar days and complete it within * calendar days after receiving [ ] award, [X] notice to proceed. This performance period is [X] mandatory, [ ] negotiable. *(See* Per Task Order *.)*

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

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 7 copies to perform the work required are due at the place specified in Item 8 by 14:00:00 *(hour)* local time 7/17/00 *(date)*. If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee [X] is, [ ] is not required. See Section 00100

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 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

SOLICITATION, OFFER, AND AWARD (Continued)

(Construction, Alteration, or Repair)

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

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

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

AMOUNTS	SEE SCHEDULE OF PRICES

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

19. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NO.										
DATE										

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

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

21. ITEMS ACCEPTED:

SEE SCHEDULE

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA

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

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return _ _ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.	☐ 29. AWARD *(Contractor is not required to sign this document.)* Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*	31A. NAME OF CONTRACTING OFFICER *(Type or print)*
30B. SIGNATURE / 30C. DATE	31B. UNITED STATES OF AMERICA BY / 31C. AWARD DATE

OFFEROR'S NOTES

1. The contract awarded pursuant to this Request for Proposals is an Indefinite Delivery Indefinite Quantity (IDIQ) Contract with the capability to issue Firm Fixed Price Task Orders for Construction.

2. Payments under Firm-Fixed Price Task Orders will be made pursuant to FAR 52.232-5, "Payment Under Fixed-Price Construction Contracts."

3. Application of Davis-Bacon Act (DBA) Provisions. Davis-Bacon (construction) Wage Rates will not be updated during the life of the contract. When it is necessary to add a Davis-Bacon General Wage Rate decision that was not included in the contract, the applicable wage rate decision will be added by modification to the contract.

4. Any subcontractors required by the Contractor in connection with the services covered by the contract will be limited to individuals or firms that were specifically identified and agreed to during negotiations. The Contractor shall obtain the Contracting Officer's consent before making any substitutions for these subcontractors.

5. The Contract Clause 52.232-7, "Prompt Payment for Construction Contracts," requires that the name and address of the contractor official to whom payment is to be sent, be the same as that in the contract or in a proper notice of assignment.

6. Payment by Electronic Funds Transfer is the mandatory method of contract payment. The Contractors attention is directed to Contract Clause No. FAR 52.232-33, "Mandatory Information for Electronic Funds Transfer – Central Contractor Registration."

7. Principal Contracting Officer. The Contracting Officer who signs this contract will be the Principal Contracting Officer of this contract. However, any Contracting Officer assigned to the Los Angeles District, contracting within his or her authority, may take formal action on this contract when a contract action needs to be taken and the Principal Contracting Officer is unavailable.

8. Proposal Expenses and Pre-contract Costs. This Request for Proposals does not commit the Government to pay costs incurred in preparation and submission of the initial and any subsequent proposals or for any other costs incurred prior to execution of a formal contract.

9. All extensions of the unit prices on all items shown will be subject to verification by the Government. In case of variation between the unit price and the extension, the unit price will be considered to be the offer.

10. Amounts and prices shall be indicated in either words or figures, NOT BOTH.

11. Offerors shall submit prices on all items of the Price Schedule.

12. Offerors are cautioned to check Price Schedule carefully prior to submission. If the Price Schedule contains unit prices, they must be extended to the ACTUAL AMOUNT AND NOT ROUNDED OFF.

13. For the purpose of evaluating the Price Schedule, the following will be utilized in resolving arithmetic discrepancies found on the face of the Price Schedule as submitted by the offeror:

    a. Obviously misplaced decimal points will be corrected;

    b. In case of discrepancy between the unit price and the extended price, the unit price will govern;

    c. Apparent errors in extensions of unit prices will be corrected;

    d. Apparent error in addition of lump sum and extended prices will be corrected

14. Prospective offerors are encouraged to submit, in writing, questions on any issues needing clarification. Questions must be submitted in writing no later than 14 calendar days prior to closing date of this Request for Proposals. Your questions may be submitted to the following:

    By FAX: 213.452.4187

By MAIL: U. S. Army Engineer District, Los Angeles
ATTN: CESPLCT-P
C/O Lucy Carvajal
P. O. Box 532711
Los Angeles, CA 90053-2325

15. Offerors must enter their CAGE CODE and DUNS NUMBER in Block No. 14 of the Standard Form 1442, "Solicitation, Offer and Award."

16. OFFERORS PLEASE NOTE: Although all contract line items numbers (CLINS) show a specific quantity, the actual quantity ordered will be on an "as required" basis. The quantities specified in the Price Schedule are estimates for the purpose of evaluation only and will not necessarily be ordered by this contract.

17. The Maximum Dollar quantity that can be ordered under this contract is $29,850,000.00. The Minimum Dollar quantity that can be ordered under this contract is $500,000.00.

18. This contract is written for a duration of 36 months or not to exceed amount of $29,850,000.00 whichever occurs first. Based on this, three sets of pre-priced line items are to be unit priced. The first set of line items will be used during the first 12 twelve months of the contract, the second set during the second twelve months, and the third during the last twelve months of the contract, if the contract capacity has not been exhausted by that time.

SECTION 00010 Solicitation Contract Form

SCHEDULE OF SUPPLIES OR SERVICES AND PRICES/COSTS

DESCRIPTION OF WORK

The work includes all equipment and materials and performing all labor and supervision for the following, but not limited to: abatement and disposal of asbestos-containing materials (ACM's), lead-based paint (LBP) and devices with polychlorinated biphenyl's (PCB's); cleaning of air-handling systems; testing for hazardous materials and providing monitoring during abatement; restoration or repairs to abated surfaces or structures; demolition and disposal of abated areas or structures; and restoration of sites where demolition was performed. Refer to Section 01270, Measurement and Payment, for additional descriptions of the CLIN entries in this Schedule.

FIRST YEAR CONTRACT

Line Items 0001 - 0080AD

CLIN	Description	Estimated Quantity	Units Measure	Unit Price	Amount
TESTING, ABATEMENT AND DISPOSAL OF HAZARDOUS MATERIALS (CLINS 0001 - 0048)					
	ABATEMENT OF ASBESTOS-CONTAINING MATERIALS (ACM'S)				
0001	Remove/Return General Office Furniture (same elevation)	30,000	SF	_____.__	_____.__
0002	Remove/Return Complex Office or Warehouse Equipment	10,000	SF	_____.__	_____.__
0003	Decontamination Facility	200	EA	_____.__	_____.__
0004	Enclosures				
0004 AA	Plastic Barriers/Protection	300,000	SF	_____.__	_____.__
0004 AB	Full Containment Barrier	20,000	SF	_____.__	_____.__
0004 AC	Limited Containment Barrier	40,000	SF	_____.__	_____.__
0005	Scaffolding				
0005 AA	Roller-type, Manual, Low Elevation (up to 12' high)	8,000	SF	_____.__	_____.__
0005 AB	Fixed, High Elevation (up to 60' high)	8,000	SF	_____.__	_____.__

0006	Air Monitoring	3,000	HR	_____.__	_____.__
0007	Clearance Sampling/Testing				
0007 AA	TEM's	500	EA	_____.__	_____.__
0007 AB	PCM's	2,000	EA	_____.__	_____.__
0008	Abatement of Pipe Insulation In Containment				
0008 AA	Abate Pipe Insulation Less than 3" Dia.	4,000	LF	_____.__	_____.__
0008 AB	Abate Pipe Insulation , 3" Dia. to Less Than 8" Dia.	6,000	LF	_____.__	_____.__
0008 AC	Abate Pipe Insulation , 8" Dia. or Greater	4,000	LF	_____.__	_____.__
0008 AD	Abate Pipe Joint Insulation , Less Than 3" Dia.	1,000	EA	_____.__	_____.__
0008 AE	Abate Pipe Joint Insulation , 3" to Less Than 8" Dia.	1,000	EA	_____.__	_____.__
0008 AF	Abate Pipe Joint Insulation , 8" Dia. or Greater	100	EA	_____.__	_____.__
0009	Abate Pipe and Pipe Joint Insulation, Glove Bag, Less Than 8" Dia.	2,000	LF	_____.__	_____.__
0010	Abate Thru Removal of Pipe With Insulation, Less Than 4" Dia.	2,000	LF	_____.__	_____.__
0011	Abate Thru Removal of Pipe With Insulation, 4" Dia. to Less Than 8" Dia.	2,000	LF	_____.__	_____.__
0012	Abate Spray-on Insulation				
0012 AA	Abate Spray-on Insulation, Beams And Columns	2,000	SF	_____.__	_____.__
0012 AB	Abate Spray-on Insulation, Standard (flat or solid) Ceilings	20,000	SF	_____.__	_____.__
0012 AC	Abate Spray-on Insulation, Complex (suspended or uneven) Ceilings	5,000	SF	_____.__	_____.__

0013	Abatement of Overspray				
0013 AA	Abate Overspray on Air Ducts	2,000	SF	_____.__	_____.__
0013 AB	Abate Overspray on Pipes/Conduits	2,000	LF	_____.__	_____.__
0013 AC	Abate Overspray on Beams and Columns	2,000	SF	_____.__	_____.__
0014	Abatement Through Removal of Ceilings				
0014 AA	Abate ACM's Thru Removal of Suspended Ceilings	16,000	SF	_____.__	_____.__
0014 AB	Abate ACM's Through Removal of Plaster or Solid Ceilings	30,000	SF	_____.__	_____.__
0015	Abate Air Duct Insulation	4,000	SF	_____.__	_____.__
0016	Abate ACM's by Removing Flex Joints on Air Ducts	100	EA	_____.__	_____.__
0017	Abate Friable ACM's by Removing From Within Air Ducts	2,000	CF	_____.__	_____.__
0018	Abate Insulation on Hot Water Tanks or Boilers	4,000	SF	_____.__	_____.__
0019	Abatement of Non-Friable ACM's				
0019 AA	Removal of VAT	50,000	SF	_____.__	_____.__
0019 AB	Removal of Sheet Flooring	50,000	SF	_____.__	_____.__
0019 AC	Removal of Ceramic tile	30,000	SF	_____.__	_____.__
0019 AD	Removal of Transite, Siding or Roofing Materials	20,000	SF	_____.__	_____.__
0019 AE	Removal of Mastic on Concrete Slab Under Resilient Flooring	50,000	SF	_____.__	_____.__
0019 AF	Removal of Plywood Subflooring With Mastic (With ACM)	30,000	SF	_____.__	_____.__
0019 AG	Removal of Carpeting on Mastic With ACM's	20,000	SF	_____.__	_____.__

0020	Removal of Soils With ACM's, No More Than 4" Deep	100,000	SF	_____.__	_____.__
0021	Abate Plaster Walls With ACM's	30,000	SF	_____.__	_____.__
0022	Abate Stucco Walls With ACM's	30,000	SF	_____.__	_____.__
0023	Removal and Replacement of Windows With ACM's				
0023 AA	Remove Windows, Single Pane, Fixed And Replace With New Aluminum Window	10,000	SF	_____.__	_____.__
0023 AB	Remove Windows, Double Pane, Fixed And Replace With New Aluminum Window	7,000	SF	_____.__	_____.__
0023 AC	Remove Windows, Single Pane, Fixed And Replace With New Aluminum Window With Vent	9,000	SF	_____.__	_____.__
0023 AD	Remove Windows, Double Pane, Fixed And Replace With New Aluminum Window With Vent	7,000	SF	_____.__	_____.__
0024	Remove Window Caulking With ACM's	15,000	LF	_____.__	_____.__
0025	Apply Post Removal Encapsulant (Lockdown) After Abatement of ACM's	100,000	SF	_____.__	_____.__
0026	Handling/Manifesting of Abated ACM's	5,000	CY	_____.__	_____.__
0027	Transportation to Landfill	50,000	MI	_____.__	_____.__
0028	Landfill Disposal	5,000	CY	_____.__	_____.__
	ABATEMENT OF MATERIALS CONTAINING LEAD AND LEAD-BASED PAINT (LBP)				
0029	Sampling/Testing				
0029 AA	Soil sampling for Lead Materials	500	EA	_____.__	_____.__
0029 AB	Dust Wipe Sampling, AAS or Equivilant	1,000	EA	_____.__	_____.__
0029 AC	Waste Stream Analysis (TCLP, Lead Only)	500	EA	_____.__	_____.__
0030	Removal and Replacement of Doors With LBP				

0030 AA	Abate LBP by Replacing Hollow Core Wooden Doors	100	EA	_____.__	_____.__
0030 AB	Abate LBP by Replacing Pre-Hung Hollow Core Wooden Door	100	EA	_____.__	_____.__
0031	Abatement of LBP Surfaces by Encapsulation				
0031 AA	Abate LBP by Encapsulating With Flexible Wall Covering	5,000	SF	_____.__	_____.__
0031 AB	Abate LBP by Encapsulating With Wood Paneling (Board, 3/4" Thick, Knotty Pine)	5,000	SF	_____.__	_____.__
0031 AC	Abate LBP by Encapsulating With Vinyl Siding (PVC, 8" -10" Wide)	15,000	SF	_____.__	_____.__
0031 AD	Abate LBP by Encapsulating With Wood Siding (Hardboard, 7/16" x 8")	5,000	SF	_____.__	_____.__
0031 AE	Abate LBP by Encapsulating With Aluminum or Metal Siding (Painted. Corrugated, 0.024" thick or 24 ga)	5,000	SF	_____.__	_____.__
0031 AF	Abate LBP by Encapsulating With Gypboard (3/4" thick)	5,000	SF	_____.__	_____.__
0031 AG	Abate LBP by Encapsulating With Elastomeric Material (Roof, 20 mils thick, fluid applied)	5,000	SF	_____.__	_____.__
0031 AH	Abate LBP by Encapsulating With Glazed Urethane/Epoxy Coatings (two coats)	5,000	SF	_____.__	_____.__
0032	Abate LBP Surfaces by Chemical Stripping				
0032 AA	Abate LBP Surfaces by Chemical Stripping of Painted Wall Surfaces	10,000	SF	_____.__	_____.__
0032 AB	Abate LBP Surfaces by Chemical Stripping of Doors	2,000	EA	_____.__	_____.__
0032 AC	Abate LBP Surfaces by Chemical Stripping of Windows	2,000	EA	_____.__	_____.__

0033	Abate LBP Surfaces by Mechanical Means				
0033 AA	Removal of LBP by Vacuum Blasting of Exterior Walls	8,000	SF	_____.__	_____.__
0033 AB	Removal of LBP by Recyclable Shot Blasting	10,000	SF	_____.__	_____.__
0033 AC	Removal of LBP by Needle Gun	5,000	SF	_____.__	_____.__
0033 AD	Removal of LBP by Use of Flameless Heat Gun	4,000	SF	_____.__	_____.__
0033 AE	Removal of LBP by Hand Scraping With Sandpaper	2,000	SF	_____.__	_____.__
0033 AF	Removal of Airfield Striping (8"-12" Width) With LBP	25,000	SF	_____.__	_____.__
0034	Removal of Soil Contaminated With Lead (Up to 4" Deep)	3,000	CY	_____.__	_____.__
0035	Handling/Manifesting of Solid Abated LBP and Materials With Lead (55 Gal. Drum)	500	EA	_____.__	_____.__
0036	Handling/Manifesting of Sludge (Liquid/Semi-Liquid), Abated LBP and Materials With Lead (55 Gal. Drum)	500	EA	_____.__	_____.__
0037	Transportation to Disposal Site	15,000	MI	_____.__	_____.__
0038	Disposal of Solid Waste (55 Gal. Drum)	500	EA	_____.__	_____.__
0039	Disposal of Liquid Waste (55 Gal. Drum)	500	EA	_____.__	_____.__
	REMOVAL AND DISPOSAL OF DEVICES AND LIQUIDS CONTAINING PCB'S				
0040	Remove Leaking Lighting Ballasts	5	BBL	_____.__	_____.__
0041	Remove Non-Leaking Ballasts	10	BBL	_____.__	_____.__
0042	Remove PCB Spills	500	SF	_____.__	_____.__
0043	Remove Contaminated Soil	50	TON	_____.__	_____.__

0044	Sampling and Testing for PCB's	100	EA	_____.__	_____.__
0045	Handling (liquids)	2,000	GAL	_____.__	_____.__
0046	Handling (barrels)	100	BBL	_____.__	_____.__
0047	Transportation	10,000	MI	_____.__	_____.__
0048	Disposal (PCB's)	100	BBL	_____.__	_____.__

DEMOLITION AND DISPOSAL OF ABATED AREAS AND STRUCTURES (CLINS 0049 - 0058)

0049	Remove Room or Ell, One-Story Building	40,000	SF	_____.__	_____.__
0050	Remove Non-Load Bearing Wall, Wood Studs, Interior	15000	SF	_____.__	_____.__
0051	Remove Roof Substrate, Non-ACM, Wood Construction	30,000	SF	_____.__	_____.__
0052	Remove Building Siding, Non-ACM, Wood Construction	20,000	SF	_____.__	_____.__
0053	Break and Remove Reinforced Concrete				
0053 AA	Slab-on-Grade, Up to 6" Thick	5,000	CY	_____.__	_____.__
0053 AB	Footings, Up to 6" Thick, 4' Deep	3,000	CY	_____.__	_____.__
0054	Remove Subflooring, Non-ACM, Wood Construction, Up to 1" Thick	5,000	SF	_____.__	_____.__
0055	Remove Gypboard, Non-ACM, Non-LBP, Up to 1" Thick	5,000	SF	_____.__	_____.__
0056	Removal of Structures, Complete, Except for Foundation				
0056 AA	Residence/Dormitory, One-story, Wood Frame Construction	40,000	SF	_____.__	_____.__
0056 AB	Residence/Dormitory, Two-story, Wood Frame Construction	15,000	SF	_____.__	_____.__
0056 AC	Residence/Dormitory, Three-story, Wood Frame Construction	15,000	SF	_____.__	_____.__

0057	Transportation of Non-ACM, Non-LBP Materials from Demolition Sites	4,000	CY	_____.__	_____.__
0058	Land fill Disposal of Non-ACM, Non-LBP Materials from Demolition Sites	4,000	CY	_____.__	_____.__

RESTORATION OR REPAIR OF ABATED AREAS AND STRUCTURES (CLINS 0059 - 0072AX)

0059	Carpentry, General				
0059 AA	Rough Carpentry	50,000	SF	_____.__	_____.__
0059 AB	Sheathing, Walls and Roof	10,000	SF	_____.__	_____.__
0059 AC	Finish Carpentry	25,000	SF	_____.__	_____.__
0059 AD	Cabinetry	2,000	SF	_____.__	_____.__
0060	Metal Roof and Siding	50,000	SF	_____.__	_____.__
0061	Caulking and Sealing, General	2,500	LF	_____.__	_____.__
0062	Apply Stucco, 3 Coats	50,000	SF	_____.__	_____.__
0063	Install Doors, General				
0063 AA	Wood, Interior, Hollow Core	50	EA	_____.__	_____.__
0063 AB	Wood, Interior, Solid Core	30	EA	_____.__	_____.__
0063 AC	Wood, Interior, 1-Hr. Fire Rated	15	EA	_____.__	_____.__
0063 AD	Wood, Interior, Hollow Core, Prehung	220	EA	_____.__	_____.__
0063 AE	Wood, Interior, Solid Core, Prehung	20	EA	_____.__	_____.__
0063 AF	Metal, Exterior, Prehung	15	EA	_____.__	_____.__
0064	Install Gypsum Wallboard (Drywall), Interior				
0064 AA	Vertical Walls, Std., 5/8" thick	20,000	SF	_____.__	_____.__
0064 AB	Ceilings, Std., 5/8" thick	10,000	SF	_____.__	_____.__
0065	Install Ceiling Systems				
0065 AA	Suspended Ceiling, 2'x4' Grid	15,000	SF	_____.__	_____.__

0065 AB	Fixed Ceiling, Tile	5,000	SF	_____.__	_____.__
0066	Install Floor Coverings and Coving				
0066 AA	Place Subflooring, Plywood, 3/4" thick	1,000	SF	_____.__	_____.__
0066 AB	Resilient, Vinyl Composition Tile	10,000	SF	_____.__	_____.__
0066 AC	Resilient, Vinyl Tile	5,000	SF	_____.__	_____.__
0066 AD	Resilient, Vinyl Sheet	7,000	SF	_____.__	_____.__
0066 AE	Ceramic Tile	1,000	SF	_____.__	_____.__
0066 AF	Sheet Carpet, Nylon, With Pad	1,000	SY	_____.__	_____.__
0066 AG	Base, Cove, Rubber/Vinyl	2,000	LF	_____.__	_____.__
0067	Install Wall Coverings, Interior				
0067 AA	Flexible (Wallpaper, Linen)	4,000	SF	_____.__	_____.__
0067 AB	Wood Paneling, Plywood	5,000	SF	_____.__	_____.__
0067 AC	Apply Gypsum Plaster, 2 Coats	1,000	SY	_____.__	_____.__
0067 AD	Ceramic Tile Set in Mortar	500	SF	_____.__	_____.__
0068	Insulation of Hot Water Piping Systems				
0068 AA	Fiberglass, One-inch Wall With Jacket, 1/2" - 2" Dia. Iron Pipe	500	LF	_____.__	_____.__
0068 AB	Fiberglass, One-inch Wall With Jacket, 2 1/2" - 4" Dia. Iron Pipe	400	LF	_____.__	_____.__
0068 AC	Fiberglass, One-inch Wall With Jacket, 5"-6" Dia. Iron Pipe	300	LF	_____.__	_____.__
0068 AD	Fiberglass, One-inch Wall With Jacket, 7"-8" Dia. Iron Pipe	300	LF	_____.__	_____.__
0068 AE	Fiberglass, One-inch Wall With Jacket, 1/2"-2" Dia. Elbows/Valves/Tees	30	EA	_____.__	_____.__
0068 AF	Fiberglass, One-inch Wall With Jacket, 2 1/2" - 4" Dia. Elbows/Valves/Tees	40	EA	_____.__	_____.__

0068 AG	Fiberglass, One-inch Wall With Jacket, 5"-6" Dia. Elbows/Valves/Tees	30	EA	_____.__	_____.__
0068 AH	Fiberglass, One-inch Wall With Jacket, 7"-8" Dia. Elbows/Valves/Tees	30	EA	_____.__	_____.__
0068 AJ	Melamine Foam, One-inch Wall With Jacket, 1/2"-3/4" Dia. Iron Pipe	1,000	LF	_____.__	_____.__
0068 AK	Melamine Foam, One-inch Wall With Jacket, 1" Dia. Iron Pipe	1,500	LF	_____.__	_____.__
0068 AL	Melamine Foam, One-inch Wall With Jacket, 1 1/4" Dia. Iron Pipe	500	LF	_____.__	_____.__
0068 AM	Melamine Foam, One-inch Wall With Jacket, 1 1/2" Dia. Iron Pipe	500	LF	_____.__	_____.__
0068 AN	Melamine Foam, One-inch Wall With Jacket, 2" Dia. Iron Pipe	4,000	LF	_____.__	_____.__
0068 AP	Melamine Foam, One-inch Wall With Jacket, 2 1/2" Dia. Iron Pipe	200	LF	_____.__	_____.__
0068 AQ	Melamine Foam, One-inch Wall With Jacket, 3" Dia. Iron Pipe	1,000	LF	_____.__	_____.__
0068 AR	Melamine Foam, One-inch Wall With Jacket, 4" Dia. Iron Pipe	500	LF	_____.__	_____.__
0068 AS	Melamine Foam, One-inch Wall With Jacket, 5" Dia. Iron Pipe	200	LF	_____.__	_____.__
0068 AT	Melamine Foam, One-inch Wall With Jacket, 6" Dia. Iron Pipe	200	LF	_____.__	_____.__
0068 AU	Melamine Foam, One-inch Wall With Jacket, 8" Dia. Iron Pipe	100	LF	_____.__	_____.__
0068 AV	Melamine Foam, One-inch Wall With Jacket,1/2"-3/4"Dia.Elbow/Valve/Tee	50	EA	_____.__	_____.__
0068 AW	Melamine Foam, One-inch Wall With Jacket, 1" Dia. Elbow/Valve/Tee	100	EA	_____.__	_____.__
0068 AX	Melamine Foam, One-inch Wall With Jacket, 1 1/4" Dia. Elbow/Valve/Tee	100	EA	_____.__	_____.__

0068 AY	Melamine Foam, One-inch Wall With Jacket, 1 1/2" Dia. Elbow/Valve/Tee	100	EA	_____.__	_____.__
0068 AZ	Melamine Foam, One-inch Wall With Jacket, 2"-2 1/2" Dia. Elbow/Valve/Tee	200	EA	_____.__	_____.__
0068 BA	Melamine Foam, One-inch Wall With Jacket, 3" Dia. Elbow/Valve/Tee	200	EA	_____.__	_____.__
0068 BB	Melamine Foam, One-inch Wall With Jacket, 4" Dia. Elbow/Valve/Tee	100	EA	_____.__	_____.__
0068 BC	Melamine Foam, One-inch Wall With Jacket, 5" Dia. Elbow/Valve/Tee	100	EA	_____.__	_____.__
0068 BD	Melamine Foam, One-inch Wall With Jacket, 6" Dia. Elbow/Valve/Tee	100	EA	_____.__	_____.__
0068 BE	Melamine Foam, One-inch Wall With Jacket, 8" Dia. Elbow/Valve/Tee	75	EA	_____.__	_____.__
0069	Insulation of Cold Water Piping Systems				
0069 AA	Fiberglass, One-inch Wall With Jacket, 1/2" - 2" Dia. Iron Pipe	500	LF	_____.__	_____.__
0069 AB	Fiberglass, One-inch Wall With Jacket, 2 1/2" - 4" Dia. Iron Pipe	400	LF	_____.__	_____.__
0069 AC	Fiberglass, One-inch Wall With Jacket, 5"-6" Dia. Iron Pipe	300	LF	_____.__	_____.__
0069 AD	Fiberglass, One-inch Wall With Jacket, 7"-8" Dia. Iron Pipe	300	LF	_____.__	_____.__
0069 AE	Fiberglass, One-inch Wall With Jacket, 1/2" - 2" Dia. Elbow/Valve/Tee	30	EA	_____.__	_____.__
0069 AF	Fiberglass, One-inch Wall With Jacket, 2 1/2" - 4" Dia. Elbow/Valve/Tee	40	EA	_____.__	_____.__
0069 AG	Fiberglass, One-inch Wall With Jacket, 5"-6" Dia. Elbow/Valve/Tee	30	EA	_____.__	_____.__
0069 AH	Fiberglass, One-inch Wall With Jacket, 7"-8" Dia. Elbow/Valve/Tee	30	EA	_____.__	_____.__

0069 AJ	Melamine Foam, One-inch Wall With Jacket, 1/2"-3/4" Dia. Iron Pipe	1,000	LF	_____.__	_____.__
0069 AK	Melamine Foam, One-inch Wall With Jacket, 1" Dia. Iron Pipe	1,500	LF	_____.__	_____.__
0069 AL	Melamine Foam, One-inch Wall With Jacket, 1 1/4" Dia. Iron Pipe	500	LF	_____.__	_____.__
0069 AM	Melamine Foam, One-inch Wall With Jacket, 1 1/2" Dia. Iron Pipe	500	LF	_____.__	_____.__
0069 AN	Melamine Foam, One-inch Wall With Jacket, 2" Dia. Iron Pipe	4,000	LF	_____.__	_____.__
0069 AP	Melamine Foam, One-inch Wall With Jacket, 2 1/2" Dia. Iron Pipe	200	LF	_____.__	_____.__
0069 AQ	Melamine Foam, One-inch Wall With Jacket, 3" Dia. Iron Pipe	1,000	LF	_____.__	_____.__
0069 AR	Melamine Foam, One-inch Wall With Jacket, 4" Dia. Iron Pipe	500	LF	_____.__	_____.__
0069 AS	Melamine Foam, One-inch Wall With Jacket, 5" Dia. Iron Pipe	200	LF	_____.__	_____.__
0069 AT	Melamine Foam, One-inch Wall With Jacket, 6" Dia. Iron Pipe	200	LF	_____.__	_____.__
0069 AU	Melamine Foam, One-inch Wall With Jacket, 8" Dia. Iron Pipe	100	LF	_____.__	_____.__
0069 AV	Melamine Foam, One-inch Wall With Jacket, 1/2"-3/4" Dia. Elbow/Valve/Tee	50	EA	_____.__	_____.__
0069 AW	Melamine Foam, One-inch Wall With Jacket, 1" Dia. Elbow/Valve/Tee	100	EA	_____.__	_____.__
0069 AX	Melamine Foam, One-inch Wall With Jacket, 1 1/4" Dia. Elbow/Valve/Tee	100	EA	_____.__	_____.__
0069 AY	Melamine Foam, One-inch Wall With Jacket, 1 1/2" Dia. Elbow/Valve/Tee	100	EA	_____.__	_____.__
0069 AZ	Melamine Foam, One-inch Wall With Jacket, 2"-2 1/2" Dia. Elbow/Valve/Tee	200	EA	_____.__	_____.__

0069 BA	Melamine Foam, One-inch Wall With Jacket, 3" Dia. Elbow/Valve/Tee	200	EA	_____.__	_____.__
0069 BB	Melamine Foam, One-inch Wall With Jacket, 4" Dia. Elbow/Valve/Tee	100	EA	_____.__	_____.__
0069 BC	Melamine Foam, One-inch Wall With Jacket, 5" Dia. Elbow/Valve/Tee	100	EA	_____.__	_____.__
0069 BD	Melamine Foam, One-inch Wall With Jacket, 6" Dia. Elbow/Valve/Tee	100	EA	_____.__	_____.__
0069 BE	Melamine Foam, One-inch Wall With Jacket, 8" Dia. Elbow/Valve/Tee	75	EA	_____.__	_____.__
0070	Insulation of Equipment, General and Air Conveyance Ductwork				
0070 AA	Warm Air Duct (Sheetmetal), Flexible Type, Fiberglass, 2" thick	4,000	SF	_____.__	_____.__
0070 AB	Cold Air Duct (Sheetmetal), Flexible Type, Fiberglass, 2" thick With Vapor Barrier	2,000	SF	_____.__	_____.__
0070 AC	Boilers, 2" Fiberglass	3,000	SF	_____.__	_____.__
0070 AD	Hot Water Heaters, 1 1/2" Thick	1,000	SF	_____.__	_____.__
0070 AE	Cold Equipment, Mineral Fiber, 1 1/2" Thick With Vapor Barrier	2,000	SF	_____.__	_____.__
0071	Painting, General				
0071 AA	Exterior Walls, Wood/Metal	15,000	SF	_____.__	_____.__
0071 AB	Exterior Walls, Stucco/Masonry	10,000	SF	_____.__	_____.__
0071 AC	Exterior Trim, Hand Work	2,000	LF	_____.__	_____.__
0071 AD	Interior Walls, Gypboard/Plaster	15,000	SF	_____.__	_____.__
0071 AE	Ceilings, Tile/Gypboard/Plaster	15,000	SF	_____.__	_____.__
0071 AF	Cabinets/Casework, Handwork	1,000	SF	_____.__	_____.__
0071 AG	Doors, Interior, Both Sides, Incl. Frame and Trim	300	EA	_____.__	_____.__

0071 AH	Windows, Interior Side, 20 SF, 6 Panels, Incl. Frames and Trim	200	EA	_____.__	_____.__
0071 AJ	Interior Steel Piping, Up to 4" Dia.	2,000	LF	_____.__	_____.__
0071 AK	Wood Trim,Interior, Up to 6" Wide	1,000	LF	_____.__	_____.__
0072	Landscaping, General, for Restoration of Demolished Building Sites				
0072 AA	Import and Place Select Earth Material, Up to 1,000 CY/Site	8,000	CY	_____.__	_____.__
0072 AB	Import and Place Select Earth Material, Over 1,000 CY/Site	10,000	CY	_____.__	_____.__
0072 AC	Install Irrigation Pipe, 1/2" PVC, Sch. 40, With Fittings	800	LF	_____.__	_____.__
0072 AD	Install Irrigation Pipe, 3/4" PVC, Sch. 40, With Fittings	500	LF	_____.__	_____.__
0072 AE	Install Irrigation Pipe, 1" PVC, Sch. 40, With Fittings	500	LF	_____.__	_____.__
0072 AF	Install Sprinkler Heads, Plastic, 2 1/2", Pop-up Spray, With Fittings	100	EA	_____.__	_____.__
0072 AG	Install Remote Control Valves (24V) With Backflow Preventers, 3/4" Dia.	50	EA	_____.__	_____.__
0072 AH	Install U/G Conduit (3/4" PVC, Sch. 40) With Control Wiring, Complete	200	LF	_____.__	_____.__
0072 AJ	Controllers, Digital, Up to Six Zones and 3 Programs, In Enclosure	25	EA	_____.__	_____.__
0072 AK	Deliver and Place Topsoil	800	CY	_____.__	_____.__
0072 AL	Apply Soil Amendments	50,000	SF	_____.__	_____.__
0072 AM	Hydroseeding, Less Than 10,000 SF Per Site, Desert Mix	15,000	SF	_____.__	_____.__
0072 AN	Hydroseeding, More Than 10,000 SF Per Site, Desert Mix	50,000	SF	_____.__	_____.__
0072 AP	Place Sod, Less than 10,000 SF Per Site, Drought Tolerant	15,000	SF	_____.__	_____.__

0072 AQ	Place Sod, More than 10,000 SF Per Site, Drought Tolerant	50,000	SF	_____.__	_____.__
0072 AR	Plant Sprigs, 25 Sprigs/SY	2,000	SY	_____.__	_____.__
0072 AS	Plant Trees, Container-grown, Deciduous, 2-gal Size	100	EA	_____.__	_____.__
0072 AT	Plant Trees, Container-grown, Deciduous, 5-gal Size	100	EA	_____.__	_____.__
0072 AU	Plant Trees, Container-grown, Coniferous, 2-gal Size	200	EA	_____.__	_____.__
0072 AV	Plant Trees, Container-grown, Coniferous, 5-gal Size	200	EA	_____.__	_____.__
0072 AW	Plant Trees, Container-grown, Broadleaf Evergreen, 2-gal Size	200	EA	_____.__	_____.__
0072 AX	Plant Trees, Container-grown, Broadleaf Evergreen, 5-gal Size	200	EA	_____.__	_____.__

MECHANICAL CLEANING OF NON-POROUS AIR CONVEYANCE SYSTEMS (ACS) (CLINS 0073 - 0079)

0073	Provide Access to ACS Components				
0073 AA	Cut Access Holes in Sheetmetal Duct and Replace With Removable Metal Covers, 3" to 6" Dia.	1,000	EA	_____.__	_____.__
0073 AB	Cut Access Holes in Sheetmetal Duct and Replace With Removable Metal Covers, 6" to 12" Dia.	750	EA	_____.__	_____.__
0073 AC	Remove and Replace Existing Ceiling Tiles for Access to HVAC System Components	2,000	SF	_____.__	_____.__
0073 AD	Remove Section of Plaster Ceiling and Install Steel access Door With Frame, 12" x 12"	200	EA	_____.__	_____.__
0073 AE	Remove Section of Plaster Ceiling and Install Steel access Door With Frame, 24" x 24"	200	EA	_____.__	_____.__

0074	Cleaning of ACS Components				
0074 AA	Remove, Clean and Replace Ceiling, Wall and Floor Diffusers, Registers and Grilles	1,000	EA	_____.__	_____.__
0074 AB	Remove and Replace Insulated Flex Duct, Up to 6" Dia.	2,000	LF	_____.__	_____.__
0074 AC	Remove and Replace Insulated Flex Duct, 7" to 12" Dia.	2,000	LF	_____.__	_____.__
0074 AD	Remove and Replace Insulated Flex Duct, 14" to 20" Dia.	1,000	LF	_____.__	_____.__
0074 AE	Clean Multi-Blade Fire Dampers In Metal Duct, 50 Sq. In. to 300 Sq. In. Section	50	EA	_____.__	_____.__
0074 AF	Clean Multi-Blade Fire Dampers In Metal Duct, Over 300 Sq. In. to 600 Sq. In. Section	40	EA	_____.__	_____.__
0074 AG	Clean In-Line Supply Air or Return Air Fans, 50 Sq. In. Up to 300 Sq. In. Section	50	EA	_____.__	_____.__
0074 AH	Clean In-Line Supply Air or Return Air Fans, Over 300 Sq. In. to 600 Sq. In. Section	40	EA	_____.__	_____.__
0074 AJ	Clean Heating and Cooling Coils, In Duct, 50 Sq. In. to 300 Sq. In. Section	50	EA	_____.__	_____.__
0074 AK	Clean Heating and Cooling Coils, In Duct, Over 300 Sq. In. to 600 Sq. In. Section	40	EA	_____.__	_____.__
0074 AL	Clean VAV Box Assembly, 50 Sq. In. Up to 300 Sq. In. Section	30	EA	_____.__	_____.__
0074 AM	Clean VAV Box Assembly, Over 300 Sq. In. to 600 Sq. In. Section	20	EA	_____.__	_____.__
0074 AN	Clean AHU/FAU, 2,000 CFM Up to 7,000 CFM, With Access Panel	25	EA	_____.__	_____.__
0074 AP	Clean AHU/FAU, Over 7,000 CFM Up to 15,000 CFM, With Access Panel	20	EA	_____.__	_____.__

0074 AQ	Clean AHU/FAU, Over 15,000 CFM Up to 25,000 CFM, With Access Panel	20	EA	_____.__	_____.__
0074 AR	Clean High Pressure Plenum, With Floor Access, 150 CF Up to 500 CF	15	EA	_____.__	_____.__
0074 AS	Clean High Pressure Plenum, With Floor Access, Over 500 CF Up to 1,000 CF	10	EA	_____.__	_____.__
0074 AT	Clean High Pressure Plenum, Access From Above Only, Over 500 CF Up to 1,000 CF	5	EA	_____.__	_____.__
0074 AU	Sanitize Cleaned ACS Components	10,000	SF	_____.__	_____.__
0075	Replace Existing Air Filters With Electrostatic Air Filters and Frames				
0075 AA	Frame Size 100 Sq. In. Up to 200 Sq. In.	100	EA	_____.__	_____.__
0075 AB	Frame Size Over 200 Sq. In. Up to 400 Sq. In.	150	EA	_____.__	_____.__
0075 AC	Frame Size Over 400 Sq. In. Up to 600 Sq. In.	150	EA	_____.__	_____.__
0076	Verification testing of Cleaned ACS Components				
0076 AA	Perform NADCA Vacuum Test	100	EA	_____.__	_____.__
0076 AB	Perform DOP Testing	100	EA	_____.__	_____.__
0076 AC	Validate Air Heating/Cooling Coil Pressure Drop	50	EA	_____.__	_____.__
0077	Handle/Containerize Accumulated Debris, Non-Hazardous	500	CY	_____.__	_____.__
0078	Transportation of Debris, Non-Hazardous	2,000	MI	_____.__	_____.__
0079	Disposal of Debris, Non-Hazardous	500	CY	_____.__	_____.__

ADDITIONAL WORK (CLINS 0080 - 0080AD)

0080 Pools

0080 AA Labor Pool

		Total Amount Per Task Order Not To Exceed $25,000. Refer To Section 01270, "Measurement And Payment", for Clarification	2,000	HR	_____.__	_____.__
0080	AB	Equipment Pool Total Amount Per Task Order Not To Exceed $25,000. Refer To Section 01270, "Measurement And Payment", for Clarification	No Bid Required - Cost Established Per Task Order.			
0080	AC	Material Pool Total Amount Per Task Order Not To Exceed $25,000. Refer To Section 01270, "Measurement And Payment", for Clarification	No Bid Required - Cost Established Per Task Order.			
0080	AD	Notification Fee Asbestos (or any hazardous material) Removal Notification Fees As Required by The County or District Air Pollution Control Board. Total Amount Per Task Order Not To Exceed $2,000. Refer to Section 01270, "Measurement and Payment" for Clarification.	No Bid Required - Cost Established Per Task Order.			

TOTAL ESTIMATED AMOUNT, FIRST YEAR OF CONTRACT (LINE ITEMS NOS. 0001 - 0080AD) _____.__ _____.__

SECOND YEAR OF CONTACT

Line Items 0081 - 0160AD

CLIN	Description	Estimated Quantity	Units Measure	Unit Price	Amount

TESTING, ABATEMENT AND DISPOSAL OF HAZARDOUS MATERIALS (CLINS 0081 - 0128)

ABATEMENT OF ASBESTOS-CONTAINING MATERIALS (ACM'S)

0081	Remove/Return General Office Furniture (same elevation)	30,000	SF	_____.__	_____.__
0082	Remove/Return Complex Office or Warehouse Equipment	10,000	SF	_____.__	_____.__
0083	Decontamination Facility	200	EA	_____.__	_____.__
0084	Enclosures				
0084 AA	Plastic Barriers/Protection	300,000	SF	_____.__	_____.__
0084 AB	Full Containment Barrier	20,000	SF	_____.__	_____.__
0084 AC	Limited Containment Barrier	40,000	SF	_____.__	_____.__
0085	Scaffolding				
0085 AA	Roller-type, Manual, Low Elevation (up to 12' high)	8,000	SF	_____.__	_____.__
0085 AB	Fixed, High Elevation (up to 60' high)	8,000	SF	_____.__	_____.__
0086	Air Monitoring	3,000	HR	_____.__	_____.__
0087	Clearance Sampling/Testing				
0087 AA	TEM's	500	EA	_____.__	_____.__
0087 AB	PCM's	2,000	EA	_____.__	_____.__
0088	Abatement of Pipe Insulation In Containment				
0088 AA	Abate Pipe Insulation Less than 3" Dia.	4,000	LF	_____.__	_____.__
0088 AB	Abate Pipe Insulation , 3" Dia. to Less Than 8" Dia.	6,000	LF	_____.__	_____.__
0088 AC	Abate Pipe Insulation , 8" Dia. or Greater	4,000	LF	_____.__	_____.__
0088 AD	Abate Pipe Joint Insulation , Less Than 3" Dia.	1,000	EA	_____.__	_____.__
0088 AE	Abate Pipe Joint Insulation , 3" to Less Than 8" Dia.	1,000	EA	_____.__	_____.__

0088 AF	Abate Pipe Joint Insulation , 8" Dia. or Greater	100	EA	_____.__	_____.__
0089	Abate Pipe and Pipe Joint Insulation, Glove Bag, Less Than 8" Dia.	2,000	LF	_____.__	_____.__
0090	Abate Thru Removal of Pipe With Insulation, Less Than 4" Dia.	2,000	LF	_____.__	_____.__
0091	Abate Thru Removal of Pipe With Insulation, 4" Dia. to Less Than 8" Dia.	2,000	LF	_____.__	_____.__
0092	Abate Spray-on Insulation				
0092 AA	Abate Spray-on Insulation, Beams And Columns	2,000	SF	_____.__	_____.__
0092 AB	Abate Spray-on Insulation, Standard (flat or solid) Ceilings	20,000	SF	_____.__	_____.__
0092 AC	Abate Spray-on Insulation, Complex (suspended or uneven) Ceilings	5,000	SF	_____.__	_____.__
0093	Abatement of Overspray				
0093 AA	Abate Overspray on Air Ducts	2,000	SF	_____.__	_____.__
0093 AB	Abate Overspray on Pipes/Conduits	2,000	LF	_____.__	_____.__
0093 AC	Abate Overspray on Beams and Columns	2,000	SF	_____.__	_____.__
0094	Abatement Through Removal of Ceilings				
0094 AA	Abate ACM's Thru Removal of Suspended Ceilings	16,000	SF	_____.__	_____.__
0094 AB	Abate ACM's Through Removal of Plaster or Solid Ceilings	30,000	SF	_____.__	_____.__
0095	Abate Air Duct Insulation	4,000	SF	_____.__	_____.__
0096	Abate ACM's by Removing Flex Joints on Air Ducts	100	EA	_____.__	_____.__
0097	Abate Friable ACM's by Removing From Within Air Ducts	2,000	CF	_____.__	_____.__

0098	Abate Insulation on Hot Water Tanks or Boilers	4,000	SF	_____.__	_____.__
0099	Abatement of Non-Friable ACM's				
0099 AA	Removal of VAT	50,000	SF	_____.__	_____.__
0099 AB	Removal of Sheet Flooring	50,000	SF	_____.__	_____.__
0099 AC	Removal of Ceramic tile	30,000	SF	_____.__	_____.__
0099 AD	Removal of Transite, Siding or Roofing Materials	20,000	SF	_____.__	_____.__
0099 AE	Removal of Mastic on Concrete Slab Under Resilient Flooring	50,000	SF	_____.__	_____.__
0099 AF	Removal of Plywood Subflooring With Mastic (With ACM)	30,000	SF	_____.__	_____.__
0099 AG	Removal of Carpeting on Mastic With ACM's	20,000	SF	_____.__	_____.__
0100	Removal of Soils With ACM's, No More Than 4" Deep	100,000	SF	_____.__	_____.__
0101	Abate Plaster Walls With ACM's	30,000	SF	_____.__	_____.__
0102	Abate Stucco Walls With ACM's	30,000	SF	_____.__	_____.__
0103	Removal and Replacement of Windows With ACM's				
0103 AA	Remove Windows, Single Pane, Fixed And Replace With New Aluminum Window	10,000	SF	_____.__	_____.__
0103 AB	Remove Windows, Double Pane, Fixed And Replace With New Aluminum Window	7,000	SF	_____.__	_____.__
0103 AC	Remove Windows, Single Pane, Fixed And Replace With New Aluminum Window With Vent	9,000	SF	_____.__	_____.__
0103 AD	Remove Windows, Double Pane, Fixed And Replace With New Aluminum Window With Vent	7,000	SF	_____.__	_____.__
0104	Remove Window Caulking With ACM's	15,000	LF	_____.__	_____.__

0105	Apply Post Removal Encapsulant (Lockdown) After Abatement of ACM's	100,000	SF	_____.__	_____.__
0106	Handling/Manifesting of Abated ACM's	5,000	CY	_____.__	_____.__
0107	Transportation to Landfill	50,000	MI	_____.__	_____.__
0108	Landfill Disposal	5,000	CY	_____.__	_____.__
	ABATEMENT OF MATERIALS CONTAINING LEAD AND LEAD-BASED PAINT (LBP)				
0109	Sampling/Testing				
0109 AA	Soil sampling for Lead Materials	500	EA	_____.__	_____.__
0109 AB	Dust Wipe Sampling, AAS or Equivalent	1,000	EA	_____.__	_____.__
0109 AC	Waste Stream Analysis (TCLP, Lead Only)	500	EA	_____.__	_____.__
0110	Removal and Replacement of Doors With LBP				
0110 AA	Abate LBP by Replacing Hollow Core Wooden Doors	100	EA	_____.__	_____.__
0110 AB	Abate LBP by Replacing Pre-Hung Hollow Core Wooden Door	100	EA	_____.__	_____.__
0111	Abatement of LBP Surfaces by Encapsulation				
0111 AA	Abate LBP by Encapsulating With Flexible Wall Covering	5,000	SF	_____.__	_____.__
0111 AB	Abate LBP by Encapsulating With Wood Paneling (Board, 3/4" Thick, Knotty Pine)	5,000	SF	_____.__	_____.__
0111 AC	Abate LBP by Encapsulating With Vinyl Siding (PVC, 8" -10" Wide)	15,000	SF	_____.__	_____.__
0111 AD	Abate LBP by Encapsulating With Wood Siding (Hardboard, 7/16" x 8")	5,000	SF	_____.__	_____.__
0111 AE	Abate LBP by Encapsulating With Aluminum or Metal Siding (Painted. Corrugated, 0.024" thick or 24 ga)	5,000	SF	_____.__	_____.__

0111 AF	Abate LBP by Encapsulating With Gypboard (3/4" thick)	5,000	SF	_____.__	_____.__
0111 AG	Abate LBP by Encapsulating With Elastomeric Material (Roof, 20 mils thick, fluid applied)	5,000	SF	_____.__	_____.__
0111 AH	Abate LBP by Encapsulating With Glazed Urethane/Epoxy Coatings (two coats)	5,000	SF	_____.__	_____.__
0112	Abate LBP Surfaces by Chemical Stripping				
0112 AA	Abate LBP Surfaces by Chemical Stripping of Painted Wall Surfaces	10,000	SF	_____.__	_____.__
0112 AB	Abate LBP Surfaces by Chemical Stripping of Doors	2,000	EA	_____.__	_____.__
0112 AC	Abate LBP Surfaces by Chemical Stripping of Windows	2,000	EA	_____.__	_____.__
0113	Abate LBP Surfaces by Mechanical Means				
0113 AA	Removal of LBP by Vacuum Blasting of Exterior Walls	8,000	SF	_____.__	_____.__
0113 AB	Removal of LBP by Recyclable Shot Blasting	10,000	SF	_____.__	_____.__
0113 AC	Removal of LBP by Needle Gun	5,000	SF	_____.__	_____.__
0113 AD	Removal of LBP by Use of Flameless Heat Gun	4,000	SF	_____.__	_____.__
0113 AE	Removal of LBP by Hand Scraping With Sandpaper	2,000	SF	_____.__	_____.__
0113 AF	Removal of Airfield Striping (8"-12" Width) With LBP	25,000	SF	_____.__	_____.__
0114	Removal of Soil Contaminated With Lead (Up to 4" Deep)	3,000	CY	_____.__	_____.__
0115	Handling/Manifesting of Solid Abated LBP and				

	Materials With Lead (55 Gal. Drum)	500	EA	_____.__	_____.__
0116	Handling/Manifesting of Sludge (Liquid/Semi-Liquid), Abated LBP and Materials With Lead (55 Gal. Drum)	500	EA	_____.__	_____.__
0117	Transportation to Disposal Site	15,000	MI	_____.__	_____.__
0118	Disposal of Solid Waste (55 Gal. Drum)	500	EA	_____.__	_____.__
0119	Disposal of Liquid Waste (55 Gal. Drum)	500	EA	_____.__	_____.__
	REMOVAL AND DISPOSAL OF DEVICES AND LIQUIDS CONTAINING PCB'S				
0120	Remove Leaking Lighting Ballasts	5	BBL	_____.__	_____.__
0121	Remove Non-Leaking Ballasts	10	BBL	_____.__	_____.__
0122	Remove PCB Spills	500	SF	_____.__	_____.__
0123	Remove Contaminated Soil	50	TON	_____.__	_____.__
0124	Sampling and Testing for PCB's	100	EA	_____.__	_____.__
0125	Handling (liquids)	2,000	GAL	_____.__	_____.__
0126	Handling (barrels)	100	BBL	_____.__	_____.__
0127	Transportation	10,000	MI	_____.__	_____.__
0128	Disposal (PCB's)	100	BBL	_____.__	_____.__
DEMOLITION AND DISPOSAL OF ABATED AREAS AND STRUCTURES (CLINS 0129 - 0138)					
0129	Remove Room or Ell, One-Story Building	40,000	SF	_____.__	_____.__
0130	Remove Non-Load Bearing Wall, Wood Studs, Interior	15000	SF	_____.__	_____.__
0131	Remove Roof Substrate, Non-ACM, Wood Construction	30,000	SF	_____.__	_____.__
0132	Remove Building Siding, Non-ACM, Wood Construction	20,000	SF	_____.__	_____.__
0133	Break and Remove Reinforced Concrete				

0133 AA	Slab-on-Grade, Up to 6" Thick	5,000	CY	_____.__	_____.__
0133 AB	Footings, Up to 6" Thick, 4' Deep	3,000	CY	_____.__	_____.__
0134	Remove Subflooring, Non-ACM, Wood Construction, Up to 1" Thick	5,000	SF	_____.__	_____.__
0135	Remove Gypboard, Non-ACM, Non-LBP, Up to 1" Thick	5,000	SF	_____.__	_____.__
0136	Removal of Structures, Complete, Except for Foundation				
0136 AA	Residence/Dormitory, One-story, Wood Frame Construction	40,000	SF	_____.__	_____.__
0136 AB	Residence/Dormitory, Two-story, Wood Frame Construction	15,000	SF	_____.__	_____.__
0136 AC	Residence/Dormitory, Three-story, Wood Frame Construction	15,000	SF	_____.__	_____.__
0137	Transportation of Non-ACM, Non-LBP Materials from Demolition Sites	4,000	CY	_____.__	_____.__
0138	Land fill Disposal of Non-ACM, Non-LBP Materials from Demolition Sites	4,000	CY	_____.__	_____.__

RESTORATION OR REPAIR OF ABATED AREAS AND STRUCTURES (CLINS 0139 - 0152AX)

0139	Carpentry, General				
0139 AA	Rough Carpentry	50,000	SF	_____.__	_____.__
0139 AB	Sheathing, Walls and Roof	10,000	SF	_____.__	_____.__
0139 AC	Finish Carpentry	25,000	SF	_____.__	_____.__
0139 AD	Cabinetry	2,000	SF	_____.__	_____.__
0140	Metal Roof and Siding	50,000	SF	_____.__	_____.__
0141	Caulking and Sealing, General	2,500	LF	_____.__	_____.__
0142	Apply Stucco, 3 Coats	50,000	SF	_____.__	_____.__
0143	Install Doors, General				

0143 AA	Wood, Interior, Hollow Core	50	EA	_____.__	_____.__
0143 AB	Wood, Interior, Solid Core	30	EA	_____.__	_____.__
0143 AC	Wood, Interior, 1-Hr. Fire Rated	15	EA	_____.__	_____.__
0143 AD	Wood, Interior, Hollow Core, Prehung	220	EA	_____.__	_____.__
0143 AE	Wood, Interior, Solid Core, Prehung	20	EA	_____.__	_____.__
0143 AF	Metal, Exterior, Prehung	15	EA	_____.__	_____.__
0144	Install Gypsum Wallboard (Drywall), Interior				
0144 AA	Vertical Walls, Std., 5/8" thick	20,000	SF	_____.__	_____.__
0144 AB	Ceilings, Std., 5/8" thick	10,000	SF	_____.__	_____.__
0145	Install Ceiling Systems				
0145 AA	Suspended Ceiling, 2'x4' Grid	15,000	SF	_____.__	_____.__
0145 AB	Fixed Ceiling, Tile	5,000	SF	_____.__	_____.__
0146	Install Floor Coverings and Coving				
0146 AA	Place Subflooring, Plywood, 3/4" thick	1,000	SF	_____.__	_____.__
0146 AB	Resilient, Vinyl Composition Tile	10,000	SF	_____.__	_____.__
0146 AC	Resilient, Vinyl Tile	5,000	SF	_____.__	_____.__
0146 AD	Resilient, Vinyl Sheet	7,000	SF	_____.__	_____.__
0146 AE	Ceramic Tile	1,000	SF	_____.__	_____.__
0146 AF	Sheet Carpet, Nylon, With Pad	1,000	SY	_____.__	_____.__
0146 AG	Base, Cove, Rubber/Vinyl	2,000	LF	_____.__	_____.__
0147	Install Wall Coverings, Interior				
0147 AA	Flexible (Wallpaper, Linen)	4,000	SF	_____.__	_____.__
0147 AB	Wood Paneling, Plywood	5,000	SF	_____.__	_____.__
0147 AC	Apply Gypsum Plaster, 2 Coats	1,000	SY	_____.__	_____.__

0147 AD	Ceramic Tile Set in Mortar	500	SF	_____.__	_____.__
0148	Insulation of Hot Water Piping Systems				
0148 AA	Fiberglass, One-inch Wall With Jacket, 1/2" - 2" Dia. Iron Pipe	500	LF	_____.__	_____.__
0148 AB	Fiberglass, One-inch Wall With Jacket, 2 1/2" - 4" Dia. Iron Pipe	400	LF	_____.__	_____.__
0148 AC	Fiberglass, One-inch Wall With Jacket, 5"-6" Dia. Iron Pipe	300	LF	_____.__	_____.__
0148 AD	Fiberglass, One-inch Wall With Jacket, 7"-8" Dia. Iron Pipe	300	LF	_____.__	_____.__
0148 AE	Fiberglass, One-inch Wall With Jacket, 1/2"-2" Dia. Elbows/Valves/Tees	30	EA	_____.__	_____.__
0148 AF	Fiberglass, One-inch Wall With Jacket, 2 1/2" - 4" Dia. Elbows/Valves/Tees	40	EA	_____.__	_____.__
0148 AG	Fiberglass, One-inch Wall With Jacket, 5"-6" Dia. Elbows/Valves/Tees	30	EA	_____.__	_____.__
0148 AH	Fiberglass, One-inch Wall With Jacket, 7"-8" Dia. Elbows/Valves/Tees	30	EA	_____.__	_____.__
0148 AJ	Melamine Foam, One-inch Wall With Jacket, 1/2"-3/4" Dia. Iron Pipe	1,000	LF	_____.__	_____.__
0148 AK	Melamine Foam, One-inch Wall With Jacket, 1" Dia. Iron Pipe	1,500	LF	_____.__	_____.__
0148 AL	Melamine Foam, One-inch Wall With Jacket, 1 1/4" Dia. Iron Pipe	500	LF	_____.__	_____.__
0148 AM	Melamine Foam, One-inch Wall With Jacket, 1 1/2" Dia. Iron Pipe	500	LF	_____.__	_____.__
0148 AN	Melamine Foam, One-inch Wall With Jacket, 2" Dia. Iron Pipe	4,000	LF	_____.__	_____.__
0148 AP	Melamine Foam, One-inch Wall With Jacket, 2 1/2" Dia. Iron Pipe	200	LF	_____.__	_____.__
0148 AQ	Melamine Foam, One-inch Wall With Jacket, 3" Dia. Iron Pipe	1,000	LF	_____.__	_____.__

0148 AR	Melamine Foam, One-inch Wall With Jacket, 4" Dia. Iron Pipe	500	LF	_____.__	_____.__
0148 AS	Melamine Foam, One-inch Wall With Jacket, 5" Dia. Iron Pipe	200	LF	_____.__	_____.__
0148 AT	Melamine Foam, One-inch Wall With Jacket, 6" Dia. Iron Pipe	200	LF	_____.__	_____.__
0148 AU	Melamine Foam, One-inch Wall With Jacket, 8" Dia. Iron Pipe	100	LF	_____.__	_____.__
0148 AV	Melamine Foam, One-inch Wall With Jacket,1/2"-3/4"Dia.Elbow/Valve/Tee	50	EA	_____.__	_____.__
0148 AW	Melamine Foam, One-inch Wall With Jacket, 1" Dia. Elbow/Valve/Tee	100	EA	_____.__	_____.__
0148 AX	Melamine Foam, One-inch Wall With Jacket, 1 1/4" Dia. Elbow/Valve/Tee	100	EA	_____.__	_____.__
0148 AY	Melamine Foam, One-inch Wall With Jacket, 1 1/2" Dia. Elbow/Valve/Tee	100	EA	_____.__	_____.__
0148 AZ	Melamine Foam, One-inch Wall With Jacket, 2"-2 1/2" Dia. Elbow/Valve/Tee	200	EA	_____.__	_____.__
0148 BA	Melamine Foam, One-inch Wall With Jacket, 3" Dia. Elbow/Valve/Tee	200	EA	_____.__	_____.__
0148 BB	Melamine Foam, One-inch Wall With Jacket, 4" Dia. Elbow/Valve/Tee	100	EA	_____.__	_____.__
0148 BC	Melamine Foam, One-inch Wall With Jacket, 5" Dia. Elbow/Valve/Tee	100	EA	_____.__	_____.__
0148 BD	Melamine Foam, One-inch Wall With Jacket, 6" Dia. Elbow/Valve/Tee	100	EA	_____.__	_____.__
0148 BE	Melamine Foam, One-inch Wall With Jacket, 8" Dia. Elbow/Valve/Tee	75	EA	_____.__	_____.__
0149	Insulation of Cold Water Piping Systems				
0149 AA	Fiberglass, One-inch Wall With Jacket, 1/2" - 2" Dia. Iron Pipe	500	LF	_____.__	_____.__

0149 AB	Fiberglass, One-inch Wall With Jacket, 2 1/2" - 4" Dia. Iron Pipe	400	LF	_____.__	_____.__
0149 AC	Fiberglass, One-inch Wall With Jacket, 5"-6" Dia. Iron Pipe	300	LF	_____.__	_____.__
0149 AD	Fiberglass, One-inch Wall With Jacket, 7"-8" Dia. Iron Pipe	300	LF	_____.__	_____.__
0149 AE	Fiberglass, One-inch Wall With Jacket, 1/2" - 2" Dia. Elbow/Valve/Tee	30	EA	_____.__	_____.__
0149 AF	Fiberglass, One-inch Wall With Jacket, 2 1/2" - 4" Dia. Elbow/Valve/Tee	40	EA	_____.__	_____.__
0149 AG	Fiberglass, One-inch Wall With Jacket, 5"-6" Dia. Elbow/Valve/Tee	30	EA	_____.__	_____.__
0149 AH	Fiberglass, One-inch Wall With Jacket, 7"-8" Dia. Elbow/Valve/Tee	30	EA	_____.__	_____.__
0149 AJ	Melamine Foam, One-inch Wall With Jacket, 1/2"-3/4" Dia. Iron Pipe	1,000	LF	_____.__	_____.__
0149 AK	Melamine Foam, One-inch Wall With Jacket, 1" Dia. Iron Pipe	1,500	LF	_____.__	_____.__
0149 AL	Melamine Foam, One-inch Wall With Jacket, 1 1/4" Dia. Iron Pipe	500	LF	_____.__	_____.__
0149 AM	Melamine Foam, One-inch Wall With Jacket, 1 1/2" Dia. Iron Pipe	500	LF	_____.__	_____.__
0149 AN	Melamine Foam, One-inch Wall With Jacket, 2" Dia. Iron Pipe	4,000	LF	_____.__	_____.__
0149 AP	Melamine Foam, One-inch Wall With Jacket, 2 1/2" Dia. Iron Pipe	200	LF	_____.__	_____.__
0149 AQ	Melamine Foam, One-inch Wall With Jacket, 3" Dia. Iron Pipe	1,000	LF	_____.__	_____.__
0149 AR	Melamine Foam, One-inch Wall With Jacket, 4" Dia. Iron Pipe	500	LF	_____.__	_____.__
0149 AS	Melamine Foam, One-inch Wall With Jacket, 5" Dia. Iron Pipe	200	LF	_____.__	_____.__

0149 AT	Melamine Foam, One-inch Wall With Jacket, 6" Dia. Iron Pipe	200	LF	_____.__	_____.__
0149 AU	Melamine Foam, One-inch Wall With Jacket, 8" Dia. Iron Pipe	100	LF	_____.__	_____.__
0149 AV	Melamine Foam, One-inch Wall With Jacket, 1/2"-3/4" Dia. Elbow/Valve/Tee	50	EA	_____.__	_____.__
0149 AW	Melamine Foam, One-inch Wall With Jacket, 1" Dia. Elbow/Valve/Tee	100	EA	_____.__	_____.__
0149 AX	Melamine Foam, One-inch Wall With Jacket, 1 1/4" Dia. Elbow/Valve/Tee	100	EA	_____.__	_____.__
0149 AY	Melamine Foam, One-inch Wall With Jacket, 1 1/2" Dia. Elbow/Valve/Tee	100	EA	_____.__	_____.__
0149 AZ	Melamine Foam, One-inch Wall With Jacket, 2"-2 1/2" Dia. Elbow/Valve/Tee	200	EA	_____.__	_____.__
0149 BA	Melamine Foam, One-inch Wall With Jacket, 3" Dia. Elbow/Valve/Tee	200	EA	_____.__	_____.__
0149 BB	Melamine Foam, One-inch Wall With Jacket, 4" Dia. Elbow/Valve/Tee	100	EA	_____.__	_____.__
0149 BC	Melamine Foam, One-inch Wall With Jacket, 5" Dia. Elbow/Valve/Tee	100	EA	_____.__	_____.__
0149 BD	Melamine Foam, One-inch Wall With Jacket, 6" Dia. Elbow/Valve/Tee	100	EA	_____.__	_____.__
0149 BE	Melamine Foam, One-inch Wall With Jacket, 8" Dia. Elbow/Valve/Tee	75	EA	_____.__	_____.__
0150	Insulation of Equipment, General and Air Conveyance Ductwork				
0150 AA	Warm Air Duct (Sheetmetal), Flexible Type, Fiberglass, 2" thick	4,000	SF	_____.__	_____.__
0150 AB	Cold Air Duct (Sheetmetal), Flexible Type, Fiberglass, 2" thick With Vapor Barrier	2,000	SF	_____.__	_____.__
0150 AC	Boilers, 2" Fiberglass	3,000	SF	_____.__	_____.__
0150 AD	Hot Water Heaters, 1 1/2" Thick	1,000	SF	_____.__	_____.__

0150 AE	Cold Equipment, Mineral Fiber, 1 1/2" Thick With Vapor Barrier	2,000	SF	_____.__	_____.__
0151	Painting, General				
0151 AA	Exterior Walls, Wood/Metal	15,000	SF	_____.__	_____.__
0151 AB	Exterior Walls, Stucco/Masonry	10,000	SF	_____.__	_____.__
0151 AC	Exterior Trim, Hand Work	2,000	LF	_____.__	_____.__
0151 AD	Interior Walls, Gypboard/Plaster	15,000	SF	_____.__	_____.__
0151 AE	Ceilings, Tile/Gypboard/Plaster	15,000	SF	_____.__	_____.__
0151 AF	Cabinets/Casework, Handwork	1,000	SF	_____.__	_____.__
0151 AG	Doors, Interior, Both Sides, Incl. Frame and Trim	300	EA	_____.__	_____.__
0151 AH	Windows, Interior Side, 20 SF, 6 Panels, Incl. Frames and Trim	200	EA	_____.__	_____.__
0151 AJ	Interior Steel Piping, Up to 4" Dia.	2,000	LF	_____.__	_____.__
0151 AK	Wood Trim,Interior, Up to 6" Wide	1,000	LF	_____.__	_____.__
0152	Landscaping, General, for Restoration of Demolished Building Sites				
0152 AA	Import and Place Select Earth Material, Up to 1,000 CY/Site	8,000	CY	_____.__	_____.__
0152 AB	Import and Place Select Earth Material, Over 1,000 CY/Site	10,000	CY	_____.__	_____.__
0152 AC	Install Irrigation Pipe, 1/2" PVC, Sch. 40, With Fittings	800	LF	_____.__	_____.__
0152 AD	Install Irrigation Pipe, 3/4" PVC, Sch. 40, With Fittings	500	LF	_____.__	_____.__
0152 AE	Install Irrigation Pipe, 1" PVC, Sch. 40, With Fittings	500	LF	_____.__	_____.__
0152 AF	Install Sprinkler Heads, Plastic, 2 1/2", Pop-up Spray, With Fittings	100	EA	_____.__	_____.__

0152 AG	Install Remote Control Valves (24V) With Backflow Preventers, 3/4" Dia.	50	EA	_____.__	_____.__
0152 AH	Install U/G Conduit (3/4" PVC, Sch. 40) With Control Wiring, Complete	200	LF	_____.__	_____.__
0152 AJ	Controllers, Digital, Up to Six Zones and 3 Programs, In Enclosure	25	EA	_____.__	_____.__
0152 AK	Deliver and Place Topsoil	800	CY	_____.__	_____.__
0152 AL	Apply Soil Amendments	50,000	SF	_____.__	_____.__
0152 AM	Hydroseeding, Less Than 10,000 SF Per Site, Desert Mix	15,000	SF	_____.__	_____.__
0152 AN	Hydroseeding, More Than 10,000 SF Per Site, Desert Mix	50,000	SF	_____.__	_____.__
0152 AP	Place Sod, Less than 10,000 SF Per Site, Drought Tolerant	15,000	SF	_____.__	_____.__
0152 AQ	Place Sod, More than 10,000 SF Per Site, Drought Tolerant	50,000	SF	_____.__	_____.__
0152 AR	Plant Sprigs, 25 Sprigs/SY	2,000	SY	_____.__	_____.__
0152 AS	Plant Trees, Container-grown, Deciduous, 2-gal Size	100	EA	_____.__	_____.__
0152 AT	Plant Trees, Container-grown, Deciduous, 5-gal Size	100	EA	_____.__	_____.__
0152 AU	Plant Trees, Container-grown, Coniferous, 2-gal Size	200	EA	_____.__	_____.__
0152 AV	Plant Trees, Container-grown, Coniferous, 5-gal Size	200	EA	_____.__	_____.__
0152 AW	Plant Trees, Container-grown, Broadleaf Evergreen, 2-gal Size	200	EA	_____.__	_____.__
0152 AX	Plant Trees, Container-grown, Broadleaf Evergreen, 5-gal Size	200	EA	_____.__	_____.__

MECHANICAL CLEANING OF NON-POROUS AIR CONVEYANCE SYSTEMS (ACS) (CLINS 0153 - 0159)

0153 Provide Access to ACS Components

0153 AA					
	Cut Access Holes in Sheetmetal Duct and Replace With Removable Metal Covers, 3" to 6" Dia.	1,000	EA	_____.__	_____.__
0153 AB					
	Cut Access Holes in Sheetmetal Duct and Replace With Removable Metal Covers, 6" to 12" Dia.	750	EA	_____.__	_____.__
0153 AC	Remove and Replace Existing Ceiling Tiles for Access to HVAC System Components				
		2,000	SF	_____.__	_____.__
0153 AD	Remove Section of Plaster Ceiling and Install Steel access Door With Frame, 12" x 12"				
		200	EA	_____.__	_____.__
0153 AE	Remove Section of Plaster Ceiling and Install Steel access Door With Frame, 24" x 24"				
		200	EA	_____.__	_____.__
0154	Cleaning of ACS Components				
0154 AA	Remove, Clean and Replace Ceiling, Wall and Floor Diffusers, Registers and Grilles				
		1,000	EA	_____.__	_____.__
0154 AB	Remove and Replace Insulated Flex Duct, Up to 6" Dia.	2,000	LF	_____.__	_____.__
0154 AC	Remove and Replace Insulated Flex Duct, 7" to 12" Dia.	2,000	LF	_____.__	_____.__
0154 AD	Remove and Replace Insulated Flex Duct, 14" to 20" Dia.	1,000	LF	_____.__	_____.__
0154 AE	Clean Multi-Blade Fire Dampers In Metal Duct, 50 Sq. In. to 300 Sq. In. Section	50	EA	_____.__	_____.__
0154 AF	Clean Multi-Blade Fire Dampers In Metal Duct, Over 300 Sq. In. to 600 Sq. In. Section				
		40	EA	_____.__	_____.__
0154 AG	Clean In-Line Supply Air or Return Air Fans, 50 Sq. In. Up to 300 Sq. In. Section				
		50	EA	_____.__	_____.__

0154 AH	Clean In-Line Supply Air or Return Air Fans, Over 300 Sq. In. to 600 Sq. In. Section	40	EA	_____.__	_____.__
0154 AJ	Clean Heating and Cooling Coils, In Duct, 50 Sq. In. to 300 Sq. In. Section	50	EA	_____.__	_____.__
0154 AK	Clean Heating and Cooling Coils, In Duct, Over 300 Sq. In. to 600 Sq. In. Section	40	EA	_____.__	_____.__
0154 AL	Clean VAV Box Assembly, 50 Sq. In. Up to 300 Sq. In. Section	30	EA	_____.__	_____.__
0154 AM	Clean VAV Box Assembly, Over 300 Sq. In. to 600 Sq. In. Section	20	EA	_____.__	_____.__
0154 AN	Clean AHU/FAU, 2,000 CFM Up to 7,000 CFM, With Access Panel	25	EA	_____.__	_____.__
0154 AP	Clean AHU/FAU, Over 7,000 CFM Up to 15,000 CFM, With Access Panel	20	EA	_____.__	_____.__
0154 AQ	Clean AHU/FAU, Over 15,000 CFM Up to 25,000 CFM, With Access Panel	20	EA	_____.__	_____.__
0154 AR	Clean High Pressure Plenum, With Floor Access, 150 CF Up to 500 CF	15	EA	_____.__	_____.__
0154 AS	Clean High Pressure Plenum, With Floor Access, Over 500 CF Up to 1,000 CF	10	EA	_____.__	_____.__
0154 AT	Clean High Pressure Plenum, Access From Above Only, Over 500 CF Up to 1,000 CF	5	EA	_____.__	_____.__
0154 AU	Sanitize Cleaned ACS Components	10,000	SF	_____.__	_____.__
0155	Replace Existing Air Filters With Electrostatic Air Filters and Frames				
0155 AA	Frame Size 100 Sq. In. Up to 200 Sq. In.	100	EA	_____.__	_____.__
0155 AB	Frame Size Over 200 Sq. In. Up to 400 Sq. In.	150	EA	_____.__	_____.__
0155 AC	Frame Size Over 400 Sq. In. Up to 600 Sq. In.	150	EA	_____.__	_____.__

0156		Verification testing of Cleaned ACS Components				
0156	AA	Perform NADCA Vacuum Test	100	EA	_____.__	_____.__
0156	AB	Perform DOP Testing	100	EA	_____.__	_____.__
0156	AC	Validate Air Heating/Cooling Coil Pressure Drop	50	EA	_____.__	_____.__
0157		Handle/Containerize Accumulated Debris, Non-Hazardous	500	CY	_____.__	_____.__
0158		Transportation of Debris, Non-Hazardous	2,000	MI	_____.__	_____.__
0159		Disposal of Debris, Non-Hazardous	500	CY	_____.__	_____.__

ADDITIONAL WORK (CLINS 0160 - 0160AD)

0160		Pools				
0160	AA	Labor Pool				
		Total Amount Per Task Order Not To Exceed $25,000. Refer To Section 01270, "Measurement And Payment", for Clarification	2,000	HR	_____.__	_____.__
0160	AB	Equipment Pool				
		Total Amount Per Task Order Not To Exceed $25,000. Refer To Section 01270, "Measurement And Payment", for Clarification	No Bid Required - Cost Established Per Task Order.			
0160	AC	Material Pool				
		Total Amount Per Task Order Not To Exceed $25,000. Refer To Section 01270, "Measurement And Payment", for Clarification	No Bid Required - Cost Established Per Task Order.			
0160	AD	Notification Fee				

Asbestos (or any hazardous material) Removal Notification Fees As Required by The County or District Air Pollution Control Board. Total Amount Per Task Order Not To Exceed $2,000. Refer to Section 01270, "Measurement and Payment" for Clarification.

No Bid Required - Cost Established Per Task Order.

TOTAL ESTIMATED AMOUNT, SECOND YEAR OF CONTRACT (LINE ITEMS NOS. 0081 - 0160AD) _____.__ _____.__

THIRD YEAR OF CONTRACT

Line Items 0161 - 0240AD

CLIN	Description	Estimated Quantity	Units Measure	Unit Price	Amount
TESTING, ABATEMENT AND DISPOSAL OF HAZARDOUS MATERIALS (CLINS 0161 - 0208)					
	ABATEMENT OF ASBESTOS-CONTAINING MATERIALS (ACM'S)				
0161	Remove/Return General Office Furniture (same elevation)	30,000	SF	_____.__	_____.__
0162	Remove/Return Complex Office or Warehouse Equipment	10,000	SF	_____.__	_____.__
0163	Decontamination Facility	200	EA	_____.__	_____.__
0164	Enclosures				
0164 AA	Plastic Barriers/Protection	300,000	SF	_____.__	_____.__
0164 AB	Full Containment Barrier	20,000	SF	_____.__	_____.__
0164 AC	Limited Containment Barrier	40,000	SF	_____.__	_____.__
0165	Scaffolding				
0165 AA	Roller-type, Manual, Low Elevation (up to 12' high)	8,000	SF	_____.__	_____.__

0165 AB	Fixed, High Elevation (up to 60' high)	8,000	SF	_____.__	_____.__
0166	Air Monitoring	3,000	HR	_____.__	_____.__
0167	Clearance Sampling/Testing				
0167 AA	TEM's	500	EA	_____.__	_____.__
0167 AB	PCM's	2,000	EA	_____.__	_____.__
0168	Abatement of Pipe Insulation In Containment				
0168 AA	Abate Pipe Insulation Less than 3" Dia.	4,000	LF	_____.__	_____.__
0168 AB	Abate Pipe Insulation , 3" Dia. to Less Than 8" Dia.	6,000	LF	_____.__	_____.__
0168 AC	Abate Pipe Insulation , 8" Dia. or Greater	4,000	LF	_____.__	_____.__
0168 AD	Abate Pipe Joint Insulation , Less Than 3" Dia.	1,000	EA	_____.__	_____.__
0168 AE	Abate Pipe Joint Insulation , 3" to Less Than 8" Dia.	1,000	EA	_____.__	_____.__
0168 AF	Abate Pipe Joint Insulation , 8" Dia. or Greater	100	EA	_____.__	_____.__
0169	Abate Pipe and Pipe Joint Insulation, Glove Bag, Less Than 8" Dia.	2,000	LF	_____.__	_____.__
0170	Abate Thru Removal of Pipe With Insulation, Less Than 4" Dia.	2,000	LF	_____.__	_____.__
0171	Abate Thru Removal of Pipe With Insulation, 4" Dia. to Less Than 8" Dia.	2,000	LF	_____.__	_____.__
0172	Abate Spray-on Insulation				
0172 AA	Abate Spray-on Insulation, Beams And Columns	2,000	SF	_____.__	_____.__
0172 AB	Abate Spray-on Insulation, Standard (flat or solid) Ceilings	20,000	SF	_____.__	_____.__
0172 AC	Abate Spray-on Insulation, Complex (suspended or				

	uneven) Ceilings	5,000	SF	_____.__	_____.__
0173	Abatement of Overspray				
0173 AA	Abate Overspray on Air Ducts	2,000	SF	_____.__	_____.__
0173 AB	Abate Overspray on Pipes/Conduits	2,000	LF	_____.__	_____.__
0173 AC	Abate Overspray on Beams and Columns	2,000	SF	_____.__	_____.__
0174	Abatement Through Removal of Ceilings				
0174 AA	Abate ACM's Thru Removal of Suspended Ceilings	16,000	SF	_____.__	_____.__
0174 AB	Abate ACM's Through Removal of Plaster or Solid Ceilings	30,000	SF	_____.__	_____.__
0175	Abate Air Duct Insulation	4,000	SF	_____.__	_____.__
0176	Abate ACM's by Removing Flex Joints on Air Ducts	100	EA	_____.__	_____.__
0177	Abate Friable ACM's by Removing From Within Air Ducts	2,000	CF	_____.__	_____.__
0178	Abate Insulation on Hot Water Tanks or Boilers	4,000	SF	_____.__	_____.__
0179	Abatement of Non-Friable ACM's				
0179 AA	Removal of VAT	50,000	SF	_____.__	_____.__
0179 AB	Removal of Sheet Flooring	50,000	SF	_____.__	_____.__
0179 AC	Removal of Ceramic tile	30,000	SF	_____.__	_____.__
0179 AD	Removal of Transite, Siding or Roofing Materials	20,000	SF	_____.__	_____.__
0179 AE	Removal of Mastic on Concrete Slab Under Resilient Flooring	50,000	SF	_____.__	_____.__
0179 AF	Removal of Plywood Subflooring With Mastic (With ACM)	30,000	SF	_____.__	_____.__
0179 AG	Removal of Carpeting on Mastic With ACM's	20,000	SF	_____.__	_____.__

0180	Removal of Soils With ACM's, No More Than 4" Deep	100,000	SF	_____.__	_____.__
0181	Abate Plaster Walls With ACM's	30,000	SF	_____.__	_____.__
0182	Abate Stucco Walls With ACM's	30,000	SF	_____.__	_____.__
0183	Removal and Replacement of Windows With ACM's				
0183 AA	Remove Windows, Single Pane, Fixed And Replace With New Aluminum Window	10,000	SF	_____.__	_____.__
0183 AB	Remove Windows, Double Pane, Fixed And Replace With New Aluminum Window	7,000	SF	_____.__	_____.__
0183 AC	Remove Windows, Single Pane, Fixed And Replace With New Aluminum Window With Vent	9,000	SF	_____.__	_____.__
0183 AD	Remove Windows, Double Pane, Fixed And Replace With New Aluminum Window With Vent	7,000	SF	_____.__	_____.__
0184	Remove Window Caulking With ACM's	15,000	LF	_____.__	_____.__
0185	Apply Post Removal Encapsulant (Lockdown) After Abatement of ACM's	100,000	SF	_____.__	_____.__
0186	Handling/Manifesting of Abated ACM's	5,000	CY	_____.__	_____.__
0187	Transportation to Landfill	50,000	MI	_____.__	_____.__
0188	Landfill Disposal	5,000	CY	_____.__	_____.__
	ABATEMENT OF MATERIALS CONTAINING LEAD AND LEAD-BASED PAINT (LBP)				
0189	Sampling/Testing				
0189 AA	Soil sampling for Lead Materials	500	EA	_____.__	_____.__
0189 AB	Dust Wipe Sampling, AAS or Equivalent	1,000	EA	_____.__	_____.__
0189 AC	Waste Stream Analysis (TCLP, Lead Only)	500	EA	_____.__	_____.__
0190	Removal and Replacement of Doors With LBP				

0190 AA	Abate LBP by Replacing Hollow Core Wooden Doors	100	EA	_____.__	_____.__
0190 AB	Abate LBP by Replacing Pre-Hung Hollow Core Wooden Door	100	EA	_____.__	_____.__
0191	Abatement of LBP Surfaces by Encapsulation				
0191 AA	Abate LBP by Encapsulating With Flexible Wall Covering	5,000	SF	_____.__	_____.__
0191 AB	Abate LBP by Encapsulating With Wood Paneling (Board, 3/4" Thick, Knotty Pine)	5,000	SF	_____.__	_____.__
0191 AC	Abate LBP by Encapsulating With Vinyl Siding (PVC, 8" -10" Wide)	15,000	SF	_____.__	_____.__
0191 AD	Abate LBP by Encapsulating With Wood Siding (Hardboard, 7/16" x 8")	5,000	SF	_____.__	_____.__
0191 AE	Abate LBP by Encapsulating With Aluminum or Metal Siding (Painted. Corrugated, 0.024" thick or 24 ga)	5,000	SF	_____.__	_____.__
0191 AF	Abate LBP by Encapsulating With Gypboard (3/4" thick)	5,000	SF	_____.__	_____.__
0191 AG	Abate LBP by Encapsulating With Elastomeric Material (Roof, 20 mils thick, fluid applied)	5,000	SF	_____.__	_____.__
0191 AH	Abate LBP by Encapsulating With Glazed Urethane/Epoxy Coatings (two coats)	5,000	SF	_____.__	_____.__
0192	Abate LBP Surfaces by Chemical Stripping				
0192 AA	Abate LBP Surfaces by Chemical Stripping of Painted Wall Surfaces	10,000	SF	_____.__	_____.__
0192 AB	Abate LBP Surfaces by Chemical Stripping of Doors	2,000	EA	_____.__	_____.__
0192 AC	Abate LBP Surfaces by Chemical Stripping of				

	Windows	2,000	EA	_____.__	_____.__
0193	Abate LBP Surfaces by Mechanical Means				
0193 AA	Removal of LBP by Vacuum Blasting of Exterior Walls	8,000	SF	_____.__	_____.__
0193 AB	Removal of LBP by Recyclable Shot Blasting	10,000	SF	_____.__	_____.__
0193 AC	Removal of LBP by Needle Gun	5,000	SF	_____.__	_____.__
0193 AD	Removal of LBP by Use of Flameless Heat Gun	4,000	SF	_____.__	_____.__
0193 AE	Removal of LBP by Hand Scraping With Sandpaper	2,000	SF	_____.__	_____.__
0193 AF	Removal of Airfield Striping (8"-12" Width) With LBP	25,000	SF	_____.__	_____.__
0194	Removal of Soil Contaminated With Lead (Up to 4" Deep)	3,000	CY	_____.__	_____.__
0195	Handling/Manifesting of Solid Abated LBP and Materials With Lead (55 Gal. Drum	500	EA	_____.__	_____.__
0196	Handling/Manifesting of Sludge (Liquid/Semi-Liquid), Abated LBP and Materials With Lead (55 Gal. Drum)	500	EA	_____.__	_____.__
0197	Transportation to Disposal Site	15,000	MI	_____.__	_____.__
0198	Disposal of Solid Waste (55 Gal. Drum)	500	EA	_____.__	_____.__
0199	Disposal of Liquid Waste (55 Gal. Drum)	500	EA	_____.__	_____.__
	REMOVAL AND DISPOSAL OF DEVICES AND LIQUIDS CONTAINING PCB'S				
0200	Remove Leaking Lighting Ballasts	5	BBL	_____.__	_____.__
0201	Remove Non-Leaking Ballasts	10	BBL	_____.__	_____.__
0202	Remove PCB Spills	500	SF	_____.__	_____.__
0203	Remove Contaminated Soil	50	TON	_____.__	_____.__

0204	Sampling and Testing for PCB's	100	EA	_____.__	_____.__
0205	Handling (liquids)	2,000	GAL	_____.__	_____.__
0206	Handling (barrels)	100	BBL	_____.__	_____.__
0207	Transportation	10,000	MI	_____.__	_____.__
0208	Disposal (PCB's)	100	BBL	_____.__	_____.__

DEMOLITION AND DISPOSAL OF ABATED AREAS AND STRUCTURES (CLINS 0209 - 0218)

0209	Remove Room or Ell, One-Story Building	40,000	SF	_____.__	_____.__
0210	Remove Non-Load Bearing Wall, Wood Studs, Interior	15000	SF	_____.__	_____.__
0211	Remove Roof Substrate, Non-ACM, Wood Construction	30,000	SF	_____.__	_____.__
0212	Remove Building Siding, Non-ACM, Wood Construction	20,000	SF	_____.__	_____.__
0213	Break and Remove Reinforced Concrete				
0213 AA	Slab-on-Grade, Up to 6" Thick	5,000	CY	_____.__	_____.__
0213 AB	Footings, Up to 6" Thick, 4' Deep	3,000	CY	_____.__	_____.__
0214	Remove Subflooring, Non-ACM, Wood Construction, Up to 1" Thick	5,000	SF	_____.__	_____.__
0215	Remove Gypboard, Non-ACM, Non-LBP, Up to 1" Thick	5,000	SF	_____.__	_____.__
0216	Removal of Structures, Complete, Except for Foundation				
0216 AA	Residence/Dormitory, One-story, Wood Frame Construction	40,000	SF	_____.__	_____.__
0216 AB	Residence/Dormitory, Two-story, Wood Frame Construction	15,000	SF	_____.__	_____.__
0216 AC	Residence/Dormitory, Three-story, Wood Frame Construction	15,000	SF	_____.__	_____.__

0217	Transportation of Non-ACM, Non-LBP Materials from Demolition Sites	4,000	CY	_____.__	_____.__
0218	Land fill Disposal of Non-ACM, Non-LBP Materials from Demolition Sites	4,000	CY	_____.__	_____.__

RESTORATION OR REPAIR OF ABATED AREAS AND STRUCTURES (CLINS 0219 - 0232AX)

0219	Carpentry, General				
0219 AA	Rough Carpentry	50,000	SF	_____.__	_____.__
0219 AB	Sheathing, Walls and Roof	10,000	SF	_____.__	_____.__
0219 AC	Finish Carpentry	25,000	SF	_____.__	_____.__
0219 AD	Cabinetry	2,000	SF	_____.__	_____.__
0220	Metal Roof and Siding	50,000	SF	_____.__	_____.__
0221	Caulking and Sealing, General	2,500	LF	_____.__	_____.__
0222	Apply Stucco, 3 Coats	50,000	SF	_____.__	_____.__
0223	Install Doors, General				
0223 AA	Wood, Interior, Hollow Core	50	EA	_____.__	_____.__
0223 AB	Wood, Interior, Solid Core	30	EA	_____.__	_____.__
0223 AC	Wood, Interior, 1-Hr. Fire Rated	15	EA	_____.__	_____.__
0223 AD	Wood, Interior, Hollow Core, Prehung	220	EA	_____.__	_____.__
0223 AE	Wood, Interior, Solid Core, Prehung	20	EA	_____.__	_____.__
0223 AF	Metal, Exterior, Prehung	15	EA	_____.__	_____.__
0224	Install Gypsum Wallboard (Drywall), Interior				
0224 AA	Vertical Walls, Std., 5/8" thick	20,000	SF	_____.__	_____.__
0224 AB	Ceilings, Std., 5/8" thick	10,000	SF	_____.__	_____.__
0225	Install Ceiling Systems				
0225 AA	Suspended Ceiling, 2'x4' Grid	15,000	SF	_____.__	_____.__

0225 AB	Fixed Ceiling, Tile	5,000	SF	_____.__	_____.__
0226	Install Floor Coverings and Coving				
0226 AA	Place Subflooring, Plywood, 3/4" thick	1,000	SF	_____.__	_____.__
0226 AB	Resilient, Vinyl Composition Tile	10,000	SF	_____.__	_____.__
0226 AC	Resilient, Vinyl Tile	5,000	SF	_____.__	_____.__
0226 AD	Resilient, Vinyl Sheet	7,000	SF	_____.__	_____.__
0226 AE	Ceramic Tile	1,000	SF	_____.__	_____.__
0226 AF	Sheet Carpet, Nylon, With Pad	1,000	SY	_____.__	_____.__
0226 AG	Base, Cove, Rubber/Vinyl	2,000	LF	_____.__	_____.__
0227	Install Wall Coverings, Interior				
0227 AA	Flexible (Wallpaper, Linen)	4,000	SF	_____.__	_____.__
0227 AB	Wood Paneling, Plywood	5,000	SF	_____.__	_____.__
0227 AC	Apply Gypsum Plaster, 2 Coats	1,000	SY	_____.__	_____.__
0227 AD	Ceramic Tile Set in Mortar	500	SF	_____.__	_____.__
0228	Insulation of Hot Water Piping Systems				
0228 AA	Fiberglass, One-inch Wall With Jacket, 1/2" - 2" Dia. Iron Pipe	500	LF	_____.__	_____.__
0228 AB	Fiberglass, One-inch Wall With Jacket, 2 1/2" - 4" Dia. Iron Pipe	400	LF	_____.__	_____.__
0228 AC	Fiberglass, One-inch Wall With Jacket, 5"-6" Dia. Iron Pipe	300	LF	_____.__	_____.__
0228 AD	Fiberglass, One-inch Wall With Jacket, 7"-8" Dia. Iron Pipe	300	LF	_____.__	_____.__
0228 AE	Fiberglass, One-inch Wall With Jacket, 1/2"-2" Dia. Elbows/Valves/Tees	30	EA	_____.__	_____.__
0228 AF	Fiberglass, One-inch Wall With Jacket, 2 1/2" - 4" Dia. Elbows/Valves/Tees	40	EA	_____.__	_____.__

0228 AG	Fiberglass, One-inch Wall With Jacket, 5"-6" Dia. Elbows/Valves/Tees	30	EA	_____.__	_____.__
0228 AH	Fiberglass, One-inch Wall With Jacket, 7"-8" Dia. Elbows/Valves/Tees	30	EA	_____.__	_____.__
0228 AJ	Melamine Foam, One-inch Wall With Jacket, 1/2"-3/4" Dia. Iron Pipe	1,000	LF	_____.__	_____.__
0228 AK	Melamine Foam, One-inch Wall With Jacket, 1" Dia. Iron Pipe	1,500	LF	_____.__	_____.__
0228 AL	Melamine Foam, One-inch Wall With Jacket, 1 1/4" Dia. Iron Pipe	500	LF	_____.__	_____.__
0228 AM	Melamine Foam, One-inch Wall With Jacket, 1 1/2" Dia. Iron Pipe	500	LF	_____.__	_____.__
0228 AN	Melamine Foam, One-inch Wall With Jacket, 2" Dia. Iron Pipe	4,000	LF	_____.__	_____.__
0228 AP	Melamine Foam, One-inch Wall With Jacket, 2 1/2" Dia. Iron Pipe	200	LF	_____.__	_____.__
0228 AQ	Melamine Foam, One-inch Wall With Jacket, 3" Dia. Iron Pipe	1,000	LF	_____.__	_____.__
0228 AR	Melamine Foam, One-inch Wall With Jacket, 4" Dia. Iron Pipe	500	LF	_____.__	_____.__
0228 AS	Melamine Foam, One-inch Wall With Jacket, 5" Dia. Iron Pipe	200	LF	_____.__	_____.__
0228 AT	Melamine Foam, One-inch Wall With Jacket, 6" Dia. Iron Pipe	200	LF	_____.__	_____.__
0228 AU	Melamine Foam, One-inch Wall With Jacket, 8" Dia. Iron Pipe	100	LF	_____.__	_____.__
0228 AV	Melamine Foam, One-inch Wall With Jacket,1/2"-3/4"Dia.Elbow/Valve/Tee	50	EA	_____.__	_____.__
0228 AW	Melamine Foam, One-inch Wall With Jacket, 1" Dia. Elbow/Valve/Tee	100	EA	_____.__	_____.__
0228 AX	Melamine Foam, One-inch Wall With Jacket, 1 1/4" Dia. Elbow/Valve/Tee	100	EA	_____.__	_____.__

0228 AY	Melamine Foam, One-inch Wall With Jacket, 1 1/2" Dia. Elbow/Valve/Tee	100	EA	_____.__	_____.__
0228 AZ	Melamine Foam, One-inch Wall With Jacket, 2"-2 1/2" Dia. Elbow/Valve/Tee	200	EA	_____.__	_____.__
0228 BA	Melamine Foam, One-inch Wall With Jacket, 3" Dia. Elbow/Valve/Tee	200	EA	_____.__	_____.__
0228 BB	Melamine Foam, One-inch Wall With Jacket, 4" Dia. Elbow/Valve/Tee	100	EA	_____.__	_____.__
0228 BC	Melamine Foam, One-inch Wall With Jacket, 5" Dia. Elbow/Valve/Tee	100	EA	_____.__	_____.__
0228 BD	Melamine Foam, One-inch Wall With Jacket, 6" Dia. Elbow/Valve/Tee	100	EA	_____.__	_____.__
0228 BE	Melamine Foam, One-inch Wall With Jacket, 8" Dia. Elbow/Valve/Tee	75	EA	_____.__	_____.__
0229	Insulation of Cold Water Piping Systems				
0229 AA	Fiberglass, One-inch Wall With Jacket, 1/2" - 2" Dia. Iron Pipe	500	LF	_____.__	_____.__
0229 AB	Fiberglass, One-inch Wall With Jacket, 2 1/2" - 4" Dia. Iron Pipe	400	LF	_____.__	_____.__
0229 AC	Fiberglass, One-inch Wall With Jacket, 5"-6" Dia. Iron Pipe	300	LF	_____.__	_____.__
0229 AD	Fiberglass, One-inch Wall With Jacket, 7"-8" Dia. Iron Pipe	300	LF	_____.__	_____.__
0229 AE	Fiberglass, One-inch Wall With Jacket, 1/2" - 2" Dia. Elbow/Valve/Tee	30	EA	_____.__	_____.__
0229 AF	Fiberglass, One-inch Wall With Jacket, 2 1/2" - 4" Dia. Elbow/Valve/Tee	40	EA	_____.__	_____.__
0229 AG	Fiberglass, One-inch Wall With Jacket, 5"-6" Dia. Elbow/Valve/Tee	30	EA	_____.__	_____.__
0229 AH	Fiberglass, One-inch Wall With Jacket, 7"-8" Dia. Elbow/Valve/Tee	30	EA	_____.__	_____.__

0229 AJ	Melamine Foam, One-inch Wall With Jacket, 1/2"-3/4" Dia. Iron Pipe	1,000	LF	_____.__	_____.__
0229 AK	Melamine Foam, One-inch Wall With Jacket, 1" Dia. Iron Pipe	1,500	LF	_____.__	_____.__
0229 AL	Melamine Foam, One-inch Wall With Jacket, 1 1/4" Dia. Iron Pipe	500	LF	_____.__	_____.__
0229 AM	Melamine Foam, One-inch Wall With Jacket, 1 1/2" Dia. Iron Pipe	500	LF	_____.__	_____.__
0229 AN	Melamine Foam, One-inch Wall With Jacket, 2" Dia. Iron Pipe	4,000	LF	_____.__	_____.__
0229 AP	Melamine Foam, One-inch Wall With Jacket, 2 1/2" Dia. Iron Pipe	200	LF	_____.__	_____.__
0229 AQ	Melamine Foam, One-inch Wall With Jacket, 3" Dia. Iron Pipe	1,000	LF	_____.__	_____.__
0229 AR	Melamine Foam, One-inch Wall With Jacket, 4" Dia. Iron Pipe	500	LF	_____.__	_____.__
0229 AS	Melamine Foam, One-inch Wall With Jacket, 5" Dia. Iron Pipe	200	LF	_____.__	_____.__
0229 AT	Melamine Foam, One-inch Wall With Jacket, 6" Dia. Iron Pipe	200	LF	_____.__	_____.__
0229 AU	Melamine Foam, One-inch Wall With Jacket, 8" Dia. Iron Pipe	100	LF	_____.__	_____.__
0229 AV	Melamine Foam, One-inch Wall With Jacket, 1/2"-3/4" Dia. Elbow/Valve/Tee	50	EA	_____.__	_____.__
0229 AW	Melamine Foam, One-inch Wall With Jacket, 1" Dia. Elbow/Valve/Tee	100	EA	_____.__	_____.__
0229 AX	Melamine Foam, One-inch Wall With Jacket, 1 1/4" Dia. Elbow/Valve/Tee	100	EA	_____.__	_____.__
0229 AY	Melamine Foam, One-inch Wall With Jacket, 1 1/2" Dia. Elbow/Valve/Tee	100	EA	_____.__	_____.__
0229 AZ	Melamine Foam, One-inch Wall With Jacket, 2"-2 1/2" Dia. Elbow/Valve/Tee	200	EA	_____.__	_____.__

0229 BA	Melamine Foam, One-inch Wall With Jacket, 3" Dia. Elbow/Valve/Tee	200	EA	_____.__	_____.__
0229 BB	Melamine Foam, One-inch Wall With Jacket, 4" Dia. Elbow/Valve/Tee	100	EA	_____.__	_____.__
0229 BC	Melamine Foam, One-inch Wall With Jacket, 5" Dia. Elbow/Valve/Tee	100	EA	_____.__	_____.__
0229 BD	Melamine Foam, One-inch Wall With Jacket, 6" Dia. Elbow/Valve/Tee	100	EA	_____.__	_____.__
0229 BE	Melamine Foam, One-inch Wall With Jacket, 8" Dia. Elbow/Valve/Tee	75	EA	_____.__	_____.__
0230	Insulation of Equipment, General and Air Conveyance Ductwork				
0230 AA	Warm Air Duct (Sheetmetal), Flexible Type, Fiberglass, 2" thick	4,000	SF	_____.__	_____.__
0230 AB	Cold Air Duct (Sheetmetal), Flexible Type, Fiberglass, 2" thick With Vapor Barrier	2,000	SF	_____.__	_____.__
0230 AC	Boilers, 2" Fiberglass	3,000	SF	_____.__	_____.__
0230 AD	Hot Water Heaters, 1 1/2" Thick	1,000	SF	_____.__	_____.__
0230 AE	Cold Equipment, Mineral Fiber, 1 1/2" Thick With Vapor Barrier	2,000	SF	_____.__	_____.__
0231	Painting, General				
0231 AA	Exterior Walls, Wood/Metal	15,000	SF	_____.__	_____.__
0231 AB	Exterior Walls, Stucco/Masonry	10,000	SF	_____.__	_____.__
0231 AC	Exterior Trim, Hand Work	2,000	LF	_____.__	_____.__
0231 AD	Interior Walls, Gypboard/Plaster	15,000	SF	_____.__	_____.__
0231 AE	Ceilings, Tile/Gypboard/Plaster	15,000	SF	_____.__	_____.__
0231 AF	Cabinets/Casework, Handwork	1,000	SF	_____.__	_____.__
0231 AG	Doors, Interior, Both Sides, Incl. Frame and Trim	300	EA	_____.__	_____.__

0231 AH	Windows, Interior Side, 20 SF, 6 Panels, Incl. Frames and Trim	200	EA	_____.__	_____.__
0231 AJ	Interior Steel Piping, Up to 4" Dia.	2,000	LF	_____.__	_____.__
0231 AK	Wood Trim,Interior, Up to 6" Wide	1,000	LF	_____.__	_____.__
0232	Landscaping, General, for Restoration of Demolished Building Sites				
0232 AA	Import and Place Select Earth Material, Up to 1,000 CY/Site	8,000	CY	_____.__	_____.__
0232 AB	Import and Place Select Earth Material, Over 1,000 CY/Site	10,000	CY	_____.__	_____.__
0232 AC	Install Irrigation Pipe, 1/2" PVC, Sch. 40, With Fittings	800	LF	_____.__	_____.__
0232 AD	Install Irrigation Pipe, 3/4" PVC, Sch. 40, With Fittings	500	LF	_____.__	_____.__
0232 AE	Install Irrigation Pipe, 1" PVC, Sch. 40, With Fittings	500	LF	_____.__	_____.__
0232 AF	Install Sprinkler Heads, Plastic, 2 1/2", Pop-up Spray, With Fittings	100	EA	_____.__	_____.__
0232 AG	Install Remote Control Valves (24V) With Backflow Preventers, 3/4" Dia.	50	EA	_____.__	_____.__
0232 AH	Install U/G Conduit (3/4" PVC, Sch. 40) With Control Wiring, Complete	200	LF	_____.__	_____.__
0232 AJ	Controllers, Digital, Up to Six Zones and 3 Programs, In Enclosure	25	EA	_____.__	_____.__
0232 AK	Deliver and Place Topsoil	800	CY	_____.__	_____.__
0232 AL	Apply Soil Amendments	50,000	SF	_____.__	_____.__
0232 AM	Hydroseeding, Less Than 10,000 SF Per Site, Desert Mix	15,000	SF	_____.__	_____.__
0232 AN	Hydroseeding, More Than 10,000 SF Per Site, Desert Mix	50,000	SF	_____.__	_____.__
0232 AP	Place Sod, Less than 10,000 SF Per Site, Drought Tolerant	15,000	SF	_____.__	_____.__

0232 AQ	Place Sod, More than 10,000 SF Per Site, Drought Tolerant	50,000	SF	_____.__	_____.__
0232 AR	Plant Sprigs, 25 Sprigs/SY	2,000	SY	_____.__	_____.__
0232 AS	Plant Trees, Container-grown, Deciduous, 2-gal Size	100	EA	_____.__	_____.__
0232 AT	Plant Trees, Container-grown, Deciduous, 5-gal Size	100	EA	_____.__	_____.__
0232 AU	Plant Trees, Container-grown, Coniferous, 2-gal Size	200	EA	_____.__	_____.__
0232 AV	Plant Trees, Container-grown, Coniferous, 5-gal Size	200	EA	_____.__	_____.__
0232 AW	Plant Trees, Container-grown, Broadleaf Evergreen, 2-gal Size	200	EA	_____.__	_____.__
0232 AX	Plant Trees, Container-grown, Broadleaf Evergreen, 5-gal Size	200	EA	_____.__	_____.__

MECHANICAL CLEANING OF NON-POROUS AIR CONVEYANCE SYSTEMS (ACS) (CLINS 0233 - 0239)

0233	Provide Access to ACS Components				
0233 AA	Cut Access Holes in Sheetmetal Duct and Replace With Removable Metal Covers, 3" to 6" Dia.	1,000	EA	_____.__	_____.__
0233 AB	Cut Access Holes in Sheetmetal Duct and Replace With Removable Metal Covers, 6" to 12" Dia.	750	EA	_____.__	_____.__
0233 AC	Remove and Replace Existing Ceiling Tiles for Access to HVAC System Components	2,000	SF	_____.__	_____.__
0233 AD	Remove Section of Plaster Ceiling and Install Steel access Door With Frame, 12" x 12"	200	EA	_____.__	_____.__
0233 AE	Remove Section of Plaster Ceiling and Install Steel access Door With Frame, 24" x 24"	200	EA	_____.__	_____.__

0234	Cleaning of ACS Components				
0234 AA	Remove, Clean and Replace Ceiling, Wall and Floor Diffusers, Registers and Grills	1,000	EA	_____.__	_____.__
0234 AB	Remove and Replace Insulated Flex Duct, Up to 6" Dia.	2,000	LF	_____.__	_____.__
0234 AC	Remove and Replace Insulated Flex Duct, 7" to 12" Dia.	2,000	LF	_____.__	_____.__
0234 AD	Remove and Replace Insulated Flex Duct, 14" to 20" Dia.	1,000	LF	_____.__	_____.__
0234 AE	Clean Multi-Blade Fire Dampers In Metal Duct, 50 Sq. In. to 300 Sq. In. Section	50	EA	_____.__	_____.__
0234 AF	Clean Multi-Blade Fire Dampers In Metal Duct, Over 300 Sq. In. to 600 Sq. In. Section	40	EA	_____.__	_____.__
0234 AG	Clean In-Line Supply Air or Return Air Fans, 50 Sq. In. Up to 300 Sq. In. Section	50	EA	_____.__	_____.__
0234 AH	Clean In-Line Supply Air or Return Air Fans, Over 300 Sq. In. to 600 Sq. In. Section	40	EA	_____.__	_____.__
0234 AJ	Clean Heating and Cooling Coils, In Duct, 50 Sq. In. to 300 Sq. In. Section	50	EA	_____.__	_____.__
0234 AK	Clean Heating and Cooling Coils, In Duct, Over 300 Sq. In. to 600 Sq. In. Section	40	EA	_____.__	_____.__
0234 AL	Clean VAV Box Assembly, 50 Sq. In. Up to 300 Sq. In. Section	30	EA	_____.__	_____.__
0234 AM	Clean VAV Box Assembly, Over 300 Sq. In. to 600 Sq. In. Section	20	EA	_____.__	_____.__
0234 AN	Clean AHU/FAU, 2,000 CFM Up to 7,000 CFM, With Access Panel	25	EA	_____.__	_____.__
0234 AP	Clean AHU/FAU, Over 7,000 CFM Up to 15,000 CFM, With Access Panel	20	EA	_____.__	_____.__

0234 AQ	Clean AHU/FAU, Over 15,000 CFM Up to 25,000 CFM, With Access Panel	20	EA	_____.__	_____.__
0234 AR	Clean High Pressure Plenum, With Floor Access, 150 CF Up to 500 CF	15	EA	_____.__	_____.__
0234 AS	Clean High Pressure Plenum, With Floor Access, Over 500 CF Up to 1,000 CF	10	EA	_____.__	_____.__
0234 AT	Clean High Pressure Plenum, Access From Above Only, Over 500 CF Up to 1,000 CF	5	EA	_____.__	_____.__
0234 AU	Sanitize Cleaned ACS Components	10,000	SF	_____.__	_____.__
0235	Replace Existing Air Filters With Electrostatic Air Filters and Frames				
0235 AA	Frame Size 100 Sq. In. Up to 200 Sq. In.	100	EA	_____.__	_____.__
0235 AB	Frame Size Over 200 Sq. In. Up to 400 Sq. In.	150	EA	_____.__	_____.__
0235 AC	Frame Size Over 400 Sq. In. Up to 600 Sq. In.	150	EA	_____.__	_____.__
0236	Verification testing of Cleaned ACS Components				
0236 AA	Perform NADCA Vacuum Test	100	EA	_____.__	_____.__
0236 AB	Perform DOP Testing	100	EA	_____.__	_____.__
0236 AC	Validate Air Heating/Cooling Coil Pressure Drop	50	EA	_____.__	_____.__
0237	Handle/Containerize Accumulated Debris, Non-Hazardous	500	CY	_____.__	_____.__
0238	Transportation of Debris, Non-Hazardous	2,000	MI	_____.__	_____.__
0239	Disposal of Debris, Non-Hazardous	500	CY	_____.__	_____.__

ADDITIONAL WORK (CLINS 0240 - 0240AD)

0240 Pools

0240 AA Labor Pool

		Total Amount Per Task Order Not To Exceed $25,000. Refer To Section 01270, "Measurement And Payment", for Clarification				
			2,000	HR	_____.__	_____.__
0240	AB	Equipment Pool				
		Total Amount Per Task Order Not To Exceed $25,000. Refer To Section 01270, "Measurement And Payment", for Clarification				
			No Bid Required - Cost Established Per Task Order.			
0240	AC	Material Pool				
		Total Amount Per Task Order Not To Exceed $25,000. Refer To Section 01270, "Measurement And Payment", for Clarification				
			No Bid Required - Cost Established Per Task Order.			
0240	AD	Notification Fee				
		Asbestos (or any hazardous material) Removal Notification Fees As Required by The County or District Air Pollution Control Board. Total Amount Per Task Order Not To Exceed $2,000. Refer to Section 01270, "Measurement and Payment" for Clarification.				
			No Bid Required - Cost Established Per Task Order.			

TOTAL ESTIMATED AMOUNT, THIRD YEAR OF CONTACT _____.__ _____.__
(LINE ITEMS NOS. 0161 - 0240AD)

TOTAL ESTIMATED AMOUNT, TOTAL CONTRACT (ALL CONTRACT YEARS)

_____.__ _____.__

(LINE ITEM NOS. 0001 - 0240AD)

CERTIFICATE OF CORPORATE PRINCIPAL

1) IF THE OFFEROR IS A JOINT VENTURE, COMPLETE THE FOLLOWING:

_____
(Company Name) (Signature) (Title)

_____
(Company Name) (Signature) (Title)

_____
(Company Name) (Signature) (Title)

2) IF THE OFFEROR IS PARTNERSHIP, LIST FULL NAME OF ALL PARTNERS:

_____
(Company Name) (Signature) (Title)

_____
(Company Name) (Signature) (Title)

_____
(Company Name) (Signature) (Title)

3) IF THE OFFEROR IS A CORPORATION, THE FOLLOWING CERTIFICATION SHOULD BE COMPLETED:

CERTIFICATION AS TO CORPORATE PRINCIPAL

I, _____ , certify that I am the Secretary of the corporation named as principal in the within contract; that _____ , who signed the said contract on behalf of the principal, was the _____ of the corporation; that I know his signature and that his signature is genuine; and that said contract was duly signed, sealed and attested for in behalf of said corporation by authority of its governing body.

_____
CORPORATE PRINCIPAL

CORPORATE SEAL

_____
SECRETARY

52.211-2 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L (DEC 1999) 60
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CLAUSES INCORPORATED BY FULL TEXT

52.211-2 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L (DEC 1999)

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

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

(b) By submitting a request to the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(End of provision)

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be DX rated order; X DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. [Contracting Officer check appropriate box.]

(End of clause)

52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)

This is a rated order certified for national defense use, and the Contractor shall follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700).

(End of clause)

52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of clause)

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

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

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

Goals for minority participation for each trade	Goals for female participation for each trade
12.2%-30.0%	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 to be determined per each Task Order that is issued. Primarily for use at Military Installations within the South Pacific Division Area (to include California, Arizona, Nevada and Utah.[Contracting Officer shall insert description of the geographical areas where the contract is to be performed, giving the State, county, and city].

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Mr. Thomas D. McKercher
C/O Lucia A. Carvajal
P. O. Box 532711
Los Angeles, CA 90053-2325

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

(End of provision)

52.225-12 NOTICE OF BUY AMERICAN ACT REQUIREMENT-- CONSTRUCTION MATERIALS UNDERTRADE AGREEMENTS (FEB 2000)

(a) Definitions. Construction material, designated country construction material, domestic construction material, foreign construction material, and NAFTA country construction material, as used in this provision, are defined in the clause of this solicitation entitled ``Buy American Act--Balance of Payments Program--Construction Materials under Trade Agreements" (Federal Acquisition Regulation (FAR) clause 52.225-11).

(b) Requests for determination of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Act or Balance of Payments Program should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act or Balance of Payments Program before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act or Balance of Payments Program, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.

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

(d) Alternate offers. (1) When an offer includes foreign construction material, other than designated country or NAFTA country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic, designated country, or NAFTA country 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 FAR clause 52.225-11 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 FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic, designated country, or NAFTA country construction material, and the offeror shall be required to furnish such domestic, designated country, or NAFTA country construction material. An offer based on use of the foreign construction material for which an exception was requested--

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

(ii) May be accepted if revised during negotiations.

(End of provision)

52.236-28 PREPARATION OF PROPOSALS--CONSTRUCTION (OCT 1997)

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

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

(1) Lump sum price;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words ``no proposal'' in the space provided for any item on which no price is submitted.

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

(End of provision)

52.0000-4010 INQUIRIES

Perspective bidders/offerors should submit inquiries related to this solicitation by writing or calling the following (collect calls will not be accepted:

(1) For inquiries of a contractual nature (solicitation requirements, interpretation of contractual language) call:
Lucia A. Carvajal

213.452.3240

(2) All technical questions on the specification or drawings will be submitted in writing via fax to:

213.452.4187.

(3) Please include the solicitation number, project title and location of project with your questions. Written inquiries must be received by this office not later than 14 calendar days prior to bid opening date/date set for receipt of offers.

(4) Oral explanations or instructions are not binding. Any information given to a bidder/offeror which impacts the bid/offer will be given in the form of a written amendment to the solicitation.

52.0000-4023 SAFETY REQUIREMENTS

The bidder's attention is directed to the latest version of U.S Army Corps of Engineers Safety and Health Manual, EM 385-1-1, which will be strictly enforced. This publication may be obtained from the US Army Engineer District, Los Angeles, ATTN: Safety Office, P.O. Box 532711, Los Angeles, California 90053-2325.

52.209-4502 INSTRUCTIONS FOR PREPARING PRE-AWARD SURVEY

In accordance with Section 00150, Paragraph 7.1.3., Determination of responsibility of the offeor by the Contracting Officer, please provide the following information in order to perform a pre-award survey on your firm:

1. List of projects completed for the past three years, including dollar value of each correct.
2. List of projects in progress, percentage of work completed, including dollar value of each contract.
3. The name and qualifications of the employee designated to act as the Project Superintendent/Manager for this contract.
4. Copy of latest financial statement.
5. General description of your firm

Please include this information in a separate envelope marked Pre-Award Survey with the Cost and Technical Proposals.

ARITHMETIC DISCREPANCIES EFARS 52.214-5000

(a) For the purpose of initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of the bidding schedule as submitted by bidders:
(1) Obviously misplaced decimal points will be corrected;
(2) Discrepancy between unit price and extended price, the unit price will govern;
(3) Apparent errors in extension of unit prices will be corrected;
(4) Apparent errors in addition of lump sum and extended prices will be corrected.

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

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

52.0214-4583 TELEGRAPHIC BIDS/OFFERS ARE NOT ACCEPTABLE

Any telegram to modify or withdraw a bid/offer sent to this office must be physically delivered to the office designated for receipt of bid/offer by the date and time set for bid opening/receipt of proposals.
No one from this office will be dispatched to the local telegraph office to pick up any telegram for any reason.

52.0214-4584 FACSIMILE BIDS/OFFERS

Facsimile bids/offers, modifications thereto, or cancellations of bids/offers will not be accepted.

52.0215-4001 HAND CARRIED PROPOSALS

Hand carried proposals may be deposited in Suite 1040, U.S. Army Engineer District, Los Angeles, 911 Wilshire Blvd, Los Angeles, CA 90017, prior to 2:00 p.m. on the date set for receipt of proposals.

52.0215-4009 SUBMISSION OF PROPOSALS

(a) Envelopes containing offers, cost and technical, etc., must be sealed, marked and addressed follows:

TO: U.S. Army Engineer District, Los Angeles
ATTN: CESPL-CT-P
P.O. Box 532711
Los Angeles, CA 90053-2325

RPF No. DACA09-00-R-0010
Proposal Due Date: 17 JULY 2000 AT 14:00 (2:00 P. M.)

(b) Hand carried proposals may be deposited prior to the time and date set for receipt of proposals as follows:

US Army Engineer District, Los Angeles
911 Wilshire Blvd, Suite 1040
Los Angeles, California 90017

52.0219-4003 SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING

Offerors are cautioned that failure to comply in good faith with the CONTRACT CLAUSE entitled (1) "Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns, FAR 52-219-8" and (2) Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, FAR 52.219-9 (Alternate I)," when applicable, will be a material breach of contract. In order to assist prime contractors in developing a source list
of Small and Small Disadvantaged Business Concerns, you are encouraged to contact Minority Contractor Associations, the Minority Business Development Agency, and the appropriate General Business Service Centers in your standard Metropolitan Statistical Area, addresses of which may be obtain from:

Write: US Army Engineer District, Los Angeles
ATTN: CESPL-DD-B
P.O. Box 532711
Los Angeles, California 90053-2325
Telephone: Daniel Hanas
Small and Disadvantaged Business Utilization Specialist
Area Code (213) 452-3937

52.0228-4507 BID GUARANTEE FORM AND AMOUNT IDIQ CONTRACTS

When bids/proposals exceed $100,000, the offeror shall furnish a separated bid guarantee in accordance with the solicitation provision titled "Bid Guarantee", FAR 52.228-1. In accordance with FAR 28.101-2 the bid guarantee amount shall be a least 20 percent of the "bid price" but shall not exceed $3 million. When the penal sum is expressed as a percentage, a maximum dollar limitation may be stated. If there are

option line items on the Pricing Schedule (Schedule B), the term "bid price" is hereby defined as the total bid not to include any amount for line items designated as "options". In bids/proposals that contain "additives", the "bid price" is defined as the total of all bid items including additive line items. FAR 28.106-1 states that a Standard Form (SF) 24 shall be used for the bid bond. In accordance with FAR 28.202(a)(1), corporate sureties utilized must appear on the list contained in the Department of Treasury Circular 570 titled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies."

52.228-4506 INDIVIDUAL SURETIES IN SUPPORT OF BID BONDS

Bidder/offerors utilizing individual sureties in support of a bid bond shall include a Standard Form (SF) 28 (Affidavit of Individual Surety), accompanied by a pledge of acceptable assets from each person acting as an individual surety, and include these with the SF 24 (Bid Bond), and the bid itself (see clause titled "Pledges of Assets," FAR 52.228-11).

Pledges of acceptable assets shall be in the form of (1) evidence of an escrow account and/or (2) a recorded lien on real estate. If this is an RFP, failure to provide required documentation described herein may cause the offeror to be deemed "unacceptable".

THE NEXT SECTION IS SECTION 00150 “EVALUATION CRITERIA FOR AWARD” AND “PAST PERFORMANCE QUESTIONNAIRE”

SECTION 00150
EVALUATION CRITERIA FOR AWARD

1. EVALUATION PROCEDURES

a. The Government will select the offer representing the "best value" to the Government based on performance risk, technical merit and proposal risk, price/cost, and other pertinent factors using the tradeoff process described in FAR 15.101-1 and FAR 15.3. The process permits trade-offs among cost/price and non-cost factors and allows the Government to consider award to other than the offeror with the lowest price or other than the offeror with the highest rating based on non-cost considerations. Evaluation will consist of reviewing past performance information and technical proposal responses to the technical factors found in this Section. An analysis of the past performance information and technical proposal responses will be conducted and will result in a past performance rating based upon performance risk, technical merit and proposal risk. These ratings will be compared with the offerors' proposed prices (total pricing for all Three Years) relative to other offerors to determine the offeror who represents the "best value" to the government, given the criteria of this Solicitation.

b. Relative Importance of Cost/Price to Other Factors.

(1) Award will be made to that offeror whose proposal contains the combination of those criteria offering the best overall value to the Government. This will be determined by comparing differences in the value of non-cost technical and management features with differences in cost to the Government.

(2) In making this comparison, all evaluation factors other than cost or price, when combined, are significantly more important than cost or price. The Government is concerned with striking the most advantageous balance between technical and management features and cost to the Government.

(3) The degree of importance of cost could increase depending upon the equality of the proposal for the other non-cost evaluation factors. Where competing nonprice/cost proposals are determined to be substantially equal, cost factors would become the controlling factor.

c. Risk Assessment. The two types of risk evaluated as part of the source selection process are proposal risk and performance risk. Proposal risks are those associated with an offeror's proposed approach in meeting the requirements of the solicitation. It is an assessment that is integral to the evaluation of technical merit for each factor or subfactor (except for pas performance, as indicated below). Performance risks are those associated with an offeror's likelihood of success in performing the solicitation's requirements as indicated by that offeror's record of past performance. Performance risk is assessed separately from other technical merit evaluation factors under the "Past Performance" evaluation factor.

2. INSTRUCTIONS FOR PREPARING NONPRICE/COST PROPOSALS

2.1 GENERAL. Each offeror is required to submit a written nonprice/cost proposal. The proposal will demonstrate the capability of the offeror to perform and the offeror's understanding of the work described in the solicitation. The proposal should be prepared simply and economically, providing straightforward, concise delineation of capabilities to perform satisfactorily the contract being sought.

2.2. Nonprice/cost Proposal.

2.2.1. Number of copies. The Nonprice/cost Proposal shall be submitted in hard copy and marked as one original and five copies.

2.2.2. Format of Nonprice/cost Proposal. So that the nonprice/cost evaluation may be accomplished efficiently, the past performance and technical evaluation criteria listed in this Section should be addressed in order. If supplemental information relative to the criteria is included in another part of the nonprice/cost proposal, its location must be identified. The proposals are evaluated in direct correspondence to the past performance and technical evaluation criteria, which are included at the end of this Section. It is in the best interest of the offeror to format their nonprice/cost proposals in the order of the evaluation criteria. **If the offeror fails to provide information relating to the criteria or locates the information in another part of the proposal without providing cross-references, the offeror runs the risk of having the proposal receive a lower evaluation by the government evaluators who are not able to locate the appropriate information**. Exceptions to the contractual terms and conditions of the solicitation (e.g., standard company terms and conditions) must not be included in the proposal. So that the evaluation may be accomplished strictly on the past performance and technical capability and understanding of the offeror, no dollar amounts or price/cost information for the proposed work are to be included in the nonprice/cost proposal or the letter transmitting the proposal. The nonprice/cost and price/cost proposals shall be submitted as two separate documents.

2.2.3. The Nonprice/cost Proposal is limited to a maximum of 100 pages and shall include:

(a) Title Page, including the title of the solicitation, solicitation number, name of the offeror, and date of the submittal;

(b) Table of Contents, including a list of tables or exhibits, if applicable.

2.2.4. Page Limitation: (Applicable to Nonprice/cost Proposal only, does not apply to Price Proposal, Subcontracting Plan). One side of the paper is one page; information on the back and front of one piece of paper will be counted as two pages. Fold out pages (8 ½" X 14" or 11" X 17") may be used and will count for one page if they are used for graphical presentation. Sheets larger than 8 ½" X 11" may not be used for narrative information. Character font and size should be selected for clarity and ease in reading (10 to 12 point fonts, no smaller) for use in this solicitation.

2.2.5. Response to Evaluation Factors. Evaluation factors are provided at the end of this section.

3. PREPARATION AND EVALUATION OF PRICE/COST PROPOSAL

3.1. The price/cost proposal shall consist of the following:

3.1.1. The Offer (SF 1442), including the Certificate of Corporate Principal (Page 00010-2a) and the Pricing Schedule, Section 00010. An official authorized to bind the company shall duly execute the Offer with an original signature.

3.1.2. The completed Section 00600 of the solicitation (i.e., Representations, Certifications and Other Statements of Offerors).

3.1.3. Acknowledgment of all amendments to the solicitation in accordance with the instructions on the Standard Form 30 (amendment form), if applicable.

3.1.4. Additional subcontracting plan requirements, if applicable.

3.2. Number of copies. The Government requires one original and one copy of the price/cost proposal.

3.3. The price/cost proposal must be identified as such and submitted as a separate document from the nonprice/cost proposal. The price/cost proposal shall not contain any technical information that should be submitted with the nonprice/cost proposal or that would affect the scoring process during nonprice/cost evaluation.

3.4. Offerors are cautioned to check their Pricing Schedules carefully for errors prior to submission. Since the Pricing Schedule contains unit prices that will be bid by the offeror, they should be extended against the estimated quantities to the ACTUAL AMOUNT (to the penny) AND NOT ROUNDED OFF.

3.5. Should the price/cost proposal include any standard company terms and conditions that conflict with the terms and conditions of the solicitation, the proposal may be determined to be nonresponsive. If the offeror has any questions related to specific terms and conditions, these should be resolved prior to submission of the offer. Refer to Section 00100, “Inquiries,” for point of contact.

4. NONPRICE/COST AND PRICE/COST PROPOSAL PACKAGING GUIDELINES

4.1. Please submit only typed/printed hard copy paper documents. Evaluation personnel will not have access to the equipment necessary to review videotapes or any other audio-visual materials.

4.2. Three-ring binders are preferred.

4.3. The following is an alternate method for assembling your proposals: use press board report covers; and hole-punch all pages and secure using two-part compressed-type fasteners in the center of the left margin. Exceeding the recommended capacity of the fasteners is strongly discouraged due to the extensive handling your proposal will receive.

4.4. The use of plastic multi-hole/spiral binding systems, heat binding systems, or other systems, which do not facilitate the ready insertion of additional pages, is not desired.

4.5. Please ensure that the outside of each separate volume is clearly marked to indicate its contents and the identity of the offeror. Additionally, the original cost/price proposal and the original nonprice/cost proposal should be clearly indicated on their outside covers.

5. BASIS FOR AWARD

The Government intends to make award to one responsible offeror whose proposal is determined to be the most advantageous to the Government in accordance with the following relationship among performance risk, technical merit and proposal risk and price/cost:

Demonstrated past performance on relevant projects is most important, while technical merit and price/cost are slightly less important than past performance but approximately equal to each other. The Government is interested in obtaining the services of a concern that has demonstrated considerable and successful past performance in the abatement of hazardous materials, offering a good approach to performing and understanding the technical requirements of this solicitation and proposing a fair and reasonable price/cost. Reference Paragraph 1 of Section 00150.

6. EVALUATION OF THE PRICE/COST PROPOSAL

6.1. Offers will be evaluated and a contract awarded based upon the "best value" to the Government. In making this determination, the Government is concerned with achieving the most favorable balance among performance risk, technical merit and proposal risk and price. This Paragraph 6 discusses the Government's requirements only for the price/cost proposal.
6.2. See Section 00700, FAR 52.219-9, for discussion of the method of evaluating the Subcontracting Plan (if one is required) and its effect on award. Subcontracting Plans are evaluated in accordance with AFARS Appendix CC, "Subcontracting Plan Evaluation Guide".

6.2.1. In addition to meeting the requirements for the contents of the Subcontracting Plan, which will be evaluated by the Government for acceptability in accordance with FAR 52.219-9, the Government will also evaluate the offeror's overall subcontracting efforts in the following areas:

Past Performance: The extent to which the prime contractor has historically been successful in complying with the requirements of the clauses at FAR 52.219-8, "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns and FAR 52.219-9, "Small Business and Small Disadvantaged Business Subcontracting Plan," in establishing realistic yet challenging goals, and shows evidence of ability to achieve the goals. [Offerors who have had no prior Department of Defense (DOD) contracts from which to assess past performance will not be penalized].

The extent to which small, small disadvantaged and women-owned firms are specifically identified (by name) by the prime contractor.

The extent to which HBCU/MIs and qualified nonprofit blind and other severely disabled firms are specifically identified (by name) by the prime contractor. A negative reply will not be penalized if this type of subcontractor is not applicable.

The extent of commitment by the prime contractor to use the specifically identified firms, whether as a joint venture, teaming arrangement, or subcontractor.

The complexity and variety of the work small firms are to perform.

The realism of the subcontracting proposal.

The extent of participation of small firms in terms of the value of the total acquisition.

6.2.2. If a Subcontracting Plan is required by the offeror (large business and the contract amount is over $1,000,000), the offeror must provide, as part of the Price/Cost Proposal, information in addition to the Subcontracting Plan, which addresses ALL of the above additional evaluation criteria.

6.2.3 Information addressing past performance on DOD contracts evidencing achievement of established subcontracting goals will be in the form of Standard Forms 294 and 295, if available.

6.2.4. The evaluation of the Subcontracting Plan and the offeror's overall subcontracting efforts is NOT part of the nonprice/cost proposal evaluation. Small businesses are not required to submit a Subcontracting Plan nor the additional evaluation information; they will NOT be penalized nor their overall evaluation impacted by the Government's evaluation of subcontracting efforts on the part of large businesses. The evaluation of large businesses' overall subcontracting proposals will be part of the "best value" determination by the Government and may be used as a final discriminator when comparing competing large businesses.

7. OTHER AWARD FACTORS

7.1. The Contracting Officer shall consider several factors in the selection process, which are important, but not quantified, such as:

7.1.1. Agreement by the offeror to all general and specific contract provisions and clauses;

7.1.2. Submission of an acceptable Subcontracting Plan, if required, in accordance with the terms and conditions of the solicitation;

7.1.3. Determination of responsibility of the offeror by the Contracting Officer. To determine an offeror's responsibility for purposes of contact award and in accordance with FAR Part 9, the offeror will be required to provide a general statement regarding previous and past performance in performing comparable work, information related to the business organization, and financial resources (see Section 00100, Pre-Award Survey Information). The Pre-Award Survey is a tool used by the Government in determining responsibility of the offeror and is submitted as part of the Price/Cost proposals and is separate from the nonprice/cost proposal's response to the nonprice/cost evaluation criteria. Some of the information required from the offeror for completion of the Preaward Survey and the nonprice/cost proposal may be duplicative but it is necessary that the information be provided in full in both places and that the Price/Cost Proposal and the Nonprice/cost Proposal be separate documents.

8. EVALUATION CRITERIA FOR NONPRICE/COST PROPOSALS

8.1. The evaluation factors and subfactors to be used to determine the merit of nonprice/cost proposals and the relative values assigned to the factors and subfactors (if there are any subfactors) are listed below.

8.2. The offeror shall provide the following information to demonstrate capability (using proposed technical expertise and resources) to properly execute and complete a task order or several concurrent task orders within a construction contract for abatement of asbestos-containing materials (ACM's), lead-based paint (LBP) and materials with PCB's, plus restoration or demolition of abated structures, for installations within the South Pacific Division Area (California, Nevada, Utah, Arizona and New Mexico). The Evaluation Factors and their subfactors are described below. Under the Category "Past Performance", Factors 1 through 6 are of equal importance. Under the Category "Technical Evaluation Elements", Factors 1 and 2 are of equal importance; Factor 3 is half as important as Factors 1 or 2; and Factor 4 is half as important as Factor 3. Proposals must address the evaluation factors in the order shown.

9. EVALUATION FACTORS FOR AWARD

9.1. Award will be made to the most responsive, responsible offeror whose proposal is most advantageous to the Government. Price, technical and other salient factors will be considered. The Proposal should demonstrate that the offeror understands the scope, logistics and objectives of the required work. It must also indicate the offeror's capability in carrying out the work described in the specifications. Emphasis (for purposes of the nonprice/cost evaluation process) will be placed on the offeror's ability and experience in performing abatement of ACM's, LBP and PCB's. Secondary importance will be placed on the offeror's ability and experience in performing demolition of structures and restoration of abated surfaces and buildings. If the offeror intends to use subcontractors in performing significant amounts of the work, then detailed information should also be provided for the subcontractors as called for under the rating factors. Proposals must include sufficiently detailed information to enable evaluation based on the factors listed below. So that the nonprice/cost evaluation may be accomplished sufficiently, the nonprice/cost evaluation factors listed below are to be addressed in order. **If supplemental information relative to these evaluation factors is included in another part of the technical proposal, its location must be identified**.

FIRST CATEGORY: PAST PERFORMANCE

The offeror shall submit information on all completed contracts in the past three (3) years that are similar in nature to this solicitation's work requirements and shall not use any method to exclude information the Government requires for its evaluation. The Government will not evaluate information on work listed that was done longer than three years ago. The Government will contact selected references submitted by the offeror; the Government may also check past performance information obtained from sources other than those identified by the offeror. An offeror with no past performance relevant to specific major features of this solicitation (i.e., abatement, demolition and restoration) must so state. The offeror will, in this case, neither be scored favorably or unfavorably for this Factor. All relevant facts and circumstances gathered from the offeror's listed references and other sources of the information available to the Government will be used to evaluate the offeror's overall past performance and quality of performance. Confidential customers/clients will not be accepted as references. At no time will the names of the individuals providing reference information on the offeror's past performance be revealed to the offeror or to any other party.

To assist the Government in properly evaluating this Category, the offeror shall address the following six (6) factors, using the above general criteria. All six factors are of equal importance.

FACTOR 1: CONSTRUCTION EXPERIENCE. List all completed contracts using the above criteria. Under each, the offeror will indicate the firm's role in each contract (and percentage of work for which the firm was responsible), whether the offeror was the prime, in a joint venture or subcontractor. All completed projects submitted shall contain the name and address of the customer; names and current telephone and fax numbers and e-mail addresses of persons in the customer's office who are familiar with the contract, including the chief QA representative who was on the jobsite and another who was the Contracting Officer's Representative or who had contract signature authority; the contract number, if applicable, or other types of identification; the final contract price; type of contract or subcontract (fixed-price, cost reimbursement or T&M); description of work (of the whole or the portion performed by the offeror if it was less than the entire contract); contract performance period by dates; and percentage of work that was subcontracted out by the offeror.

FACTOR 2: QUALITY OF SERVICE OR PRODUCT AND PAST PERFORMANCE APPRAISALS. For the listed contracts, provide documentation that attests to the offeror's quality of performance. Include copies of formal past performance appraisals or letters from the customers or contracting agencies. The information should address both technical and administrative (e.g., quality of submittals or "front-end" reports) aspects of the contracts, when available. Information should also be provided on the performance of key personnel responsible for quality control and enforcement of health and safety standards. If the Government elects to enter into discussions with those offerors whose technical proposals are determined to be in the competitive range, but who have negative or unsatisfactory past performance evaluations without being given an opportunity to rebut them, then the offeror will be requested to explain the circumstances of these evaluations. If the offeror has not yet had a chance to comment on or rebut the negative or unsatisfactory past performance evaluations by others (which will be ascertained by the Government during reference checks), the information will be treated as unconfirmed. The Government will consider the number and severity of an offeror's problems on past contracts.
Sheer numbers of confirmed negative comments may not give the offeror an overall rating of less than "Satisfactory". Negative comments in areas that are not of vital importance to the successful performance of this contract may not result in a rating of less than "Satisfactory". Conversely, one or only a few negative confirmed comments in areas of vital importance to the successful performance of this contract may render an overall past performance rating less than "Satisfactory".

FACTOR 3: CUSTOMER SATISFACTION. Provide written support as to the level of satisfaction obtained from the offeror's customers for similar work performed within the past three (3) years. Provide copies of letters of recommendation/appreciation or certificates of appreciation/recommendation from the offeror's customers or contracting agencies for contracts addressed in this Factor. Government personnel may contact the references listed in this Section to obtain or verify the information. The offeror shall include in the narrative, at a minimum, the following topics:

(1) KNOWLEDGE OF CUSTOMER REQUIREMENTS. Describe the offeror's relationships with customers, both government and commercial, in terms of obtaining a complete understanding of the customer's requirements and expectations. Discuss how this understanding is translated into ensuring that the project is completed to meet these requirements, including adherence to the specifications and maintenance of standards of good workmanship. Discuss your policy of improving company processes that result in product quality improvement for meeting customer expectations. Provide specific examples with discussion of company process improvements.

(2) SCHEDULE ADHERENCE. Describe the offeror's management methodology and process to assure schedule adherence, timely contract data requirement delivery, responsiveness to contract changes, customer communications, and contract completion, from both production and administration perspectives. Describe data collection techniques for use in the identification of improvements in schedule adherence. Provide examples with discussion of instances where the company has made process improvements.

(3) REASONABLE AND COOPERATIVE BEHAVIOR. Describe the offeror's mechanisms for handling customer complaints, coming to resolution and utilizing this information to develop and implement quality improvements. Describe the offeror's mechanisms for problem solving and cooperative resolution of unforeseeable impediments or obstacles (such as change in customer's requirements) to performance of work requirements after award of the task order. Describe policies used to assure that the offeror's task order change cost estimates are reasonable as submitted for negotiation. Provide examples identifying instances of successful problem resolution and reasonableness of pricing.

(4) COMMITMENT TO CUSTOMER SATISFACTION AND BUSINESS-LIKE CONCERN FOR CUSTOMER'S INTEREST. Each offeror will describe senior-level management/leadership's involvement in developing and implementing a philosophy and/or vision which makes customer satisfaction a primary objective of the firm. Discussion will also address senior-level management/leadership actions for monitoring customer satisfaction and the firm's approach for continually making improvement in their product and/or service. Provide examples of customers' satisfaction or dissatisfaction with action taken by the company (include copies of letters, if possible) and copies of offeror's memoranda/letters identifying the actions taken by senior-level management/leadership in process improvements in the delivery of products and/or services.

FACTOR 4: TIMELINESS OF PERFORMANCE. For each contract listed in this Factor, provide a narrative that describes the conditions, contractual and physical, that affected the contract performance schedule. Indicate the original schedule and any events or conditions that extended the schedule. Describe any delays, such as changes in site conditions, weather, customer change requests, strikes, or vendor product deliveries, and explain how the delays affected the overall contract

completion date. The offeror should indicate how the schedule was controlled during construction (computer network system, bar chart, weekly progress reports, etc.) and how any delays affected contract completion. If any of the contracts were completed on time with few or no problems, then so indicate. Also, if any of the contracts were completed ahead of schedule, provide a narrative as to why the work was done early and what the offeror did or experienced to accomplish this. Provide names of key personnel who managed the contracts or who were responsible for the early completion and what they did to accomplish the early completion. For those contracts that may have been terminated through no fault of the offeror, describe the conditions under which the termination was issued and what steps the offeror took to assist the customer or contracting agency in minimizing the termination costs.

FACTOR 5: ABILITY TO SOLVE COMPLEX CONTRACT PROBLEMS. Within each listed contract, the offeror should provide narratives that address any unusual or challenging problems that occurred before, during or after construction. The offeror should identify the problems, the sequence of events that led to the problems and the corrective actions taken by the offeror to resolve the issues and move on with construction. The offeror should describe the risks taken to ensure the successful completion of the contracts and why the risks were taken in light of the potential failures that could occur. The offeror should describe the actions of other parties who were involved in problem resolution and how the offeror interacted with those parties and ensured that resolution would be achieved. The discussion should describe the roles of both field personnel and the home office of the offeror and the level of authority granted to the field to make decisions for resolving problems of monetary value and technical difficulty.

FACTOR 6: SUBCONTRACT MANAGEMENT. Offerors shall provide a narrative that describes how subcontracts were managed for the listed contracts. For each contract, list the name of the principle subcontractors (whose contract value exceeded 5 percent of the offeror's contract or subcontract price) and what principle item of work was performed. Describe the techniques used by the offeror to ensure that the subcontractor performed in accordance with the contract plans and specifications. Include topics such as: adherence to schedule; enforcement of health and safety standards; conformance to DOL Wage Determinations for federal work; steps taken to repair or replace non-conforming work; policies on withholding retainage; and policies on making payments to subcontractors to ensure conformance with the Prompt Payment Act. For any situations that involved the removal of a subcontractor for noncompliance with contract terms, describe conditions leading to the removal and steps taken to replace the subcontractor promptly so as not to affect the contract completion or work quality.

In addition to the above narrative for Factor 6, the offeror shall discuss the extent to which the prime has historically been successful in complying with the requirements of the clauses at FAR 52.219-8, "Utilization of Small Business Concerns and Small, Disadvantaged Business Concerns", and FAR 52.219-9, "Small and Small Disadvantaged Business Subcontracting Plan", in establishing realistic yet challenging goals, and shows evidence of ability to achieve goals. Information addressing past performance on Department of Defense (DoD) contracts evidencing achievement of established subcontracting goals will be in the form of copies of Standard Forms 294 and 295, if available. Again, this information is separate from that which will be required for the Price/Cost Proposal. Do not cross-reference or include the subcontracting plan as your response to this portion of the Nonprice/cost Proposal.

For this Category, the following will also be taken into consideration: the age and relevance of past performance information; the offeror's overall work record; and for any problems identified, the number, type and severity of the problems and the effectiveness of corrective actions taken on the part of the offeror.

SECOND CATEGORY: TECHNICAL EVALUATION ELEMENTS

Offerors shall respond to this Category using the same criteria as portrayed above for the first Category, "Past Performance". Technical Evaluation addresses the Offeror's ability, as proposed, to perform the work contemplated in this Solicitation. It also addresses the Offeror's written understanding of the Solicitation's requirements as shown in the RFP. Evaluation of these two aspects of this Category will result in Technical Merit and Proposal Risk Assessments. Offerors shall respond to this Category by providing a narrative response for each of the following factors and subfactors. Factors 1 and 2 are of equal importance; Factor 3 is half as important as Factors 1 or 2; and Factor 4 is half as important as Factor 3. Proposals must address the evaluation factors for this Category in the order shown.

FACTOR 1: MANAGEMENT ABILITY

The offeror shall provide information and describe how the company deals with personnel; develops, coordinates and implements subcontracts; and provides day-to-day supervision of projects. To assist the Government in evaluating this Factor, the offeror shall address the following four (4) subfactors. All subfactors are of equal importance.

(1) STAFF RESUMES AND CHAIN OF COMMAND. Provide current resumes of management and technical staff including their positions, authorities and experience and their projected level of involvement with work required in this solicitation. Include an organizational chart that demonstrates how the field technical and supervisory staff interacts with home office personnel and include a chain of command that would be used for resolving problems. If major subcontractors will be

used on a regular basis, provide resumes of key personnel and describe how they will interact with your company in managing the work for which they will be responsible.

(2) LABOR RELATIONS AND PERSONNEL POLICIES. Discuss methods used to hire personnel at the operating and administrative levels. Provide information on your company's policies and actual efforts to encourage and train personnel in learning the latest construction techniques and products related to the work described in this solicitation. Describe the incentives used to maintain a stable workforce of highly motivated and productive employees and what has been done to recognize and reward those individuals who have shown exceptional qualities in contributing to the company's success, growth and profits. If the offeror has experienced impacts to contracts from strikes (sanctioned or not) in the past three (3) years, describe the nature of the impacts and what efforts were taken by the offeror to offset or mitigate strikes and their effects.

(3) PROCUREMENT POLICIES. For this subfactor, describe the procedures through which the offeror obtains materials, subcontracts and services. For requisition of materials or services, outline the methods used by the offeror to assure that the best quality and price are being obtained. For example, if the offeror uses "favorite" long-term vendors to obtain building materials, discuss how the offeror obtains assurances that the materials conform to federal and local regulations for quality and consistency. Describe the procedures the offeror uses to obtain subcontracts, whether they are by limited competition, sole source or other means. Describe the methods the offeror uses to ensure that the subcontract prices are reasonable, such as price analysis or independent estimating on the part of the offeror for price comparison. Provide a discussion on how the offeror obtains quality and reliable services on a recurring basis for work such as performing laboratory analyses on ACM's, LBP or PCB materials. Describe the steps that are taken to ensure that the services are reliable and that all work done conforms to the latest criteria, standards and contract requirements.

(4) PROJECT SITE SUPERVISION. Describe procedures and policies used to select and hire key site personnel, such as superintendents and CQC system managers. Discuss how selection is accomplished in light of the contract or task order requirements and how the offeror ensures that the individual selected will meet these requirements (e.g., Section 01451, Contractor Quality Control). To augment information provided in Subfactor (1) above, describe how much authority would be given to the superintendent to act in behalf of the company, including but not limited to, signing modifications to task orders, making decisions that affect cost or schedule, arranging for use of equipment, and ordering delivery of materials. For the CQC manager (who could also be the superintendent), describe this person's authorities and relationship to the home office or site manager (if another person). Discuss the latitude that the CQC manager has in performing his/her duties, such as directing re-work (this could include declaring an abated area as still contaminated), approving critical submittals and developing pre-final and final punchlists for incomplete or noncompliant work.

FACTOR 2: UNDERSTANDING OF REQUIREMENTS

Demonstrate ability in understanding all technical and administrative aspects of the work required in this solicitation. Offerors shall respond to this Factor by preparing a narrative describing their understanding of the contract requirements, which shall address, at a minimum: the most significant work items in the Pricing Schedule, Section 00010; administrative requirements found in Sections 00700 and 00800; and the Technical Specifications, including General Requirements. For example, as a part of the narrative, the offeror could address all preparatory and procedural requirements necessary to assure the successful removal of LBP in a building and the restoration of the surface areas affected by the abatement.

FACTOR 3: SCHEDULING

Demonstrate the ability to schedule work based on periodic or multiple issuance of task orders. Offerors shall respond to this Factor by preparing a narrative, bar chart or combination thereof that portrays all salient critical work elements that would affect the performance schedule in a task order. The narrative should address the administrative (e.g., submittals, notification to local air quality control board, public notifications, etc.) as well as the constructive aspects of the task order.

FACTOR 4: SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS PARTICIPATION

The Offeror shall provide a narrative discussion of proposed subcontracting to: small, small disadvantaged, and women-owned small businesses; historically black colleges and universities (HBCU) or minority institutions (MI); and qualified nonprofit blind and other severely disabled firms. A reply will not be penalized if some of these types of subcontractors are not applicable. In addition, small businesses responding to this solicitation shall identify themselves as such. DO NOT INCLUDE THE SUBCONTRACTING PLAN AS YOUR RESPONSE TO THIS FACTOR. Also, DO NOT simply provide a statement of cross-reference to the Subcontracting Plan, which is provided as part of the offer (Price/Cost Proposal). The offeror shall discuss the following:

(1) The extent to which small, small disadvantaged, women-owned, HBCU/MI's, and qualified nonprofit blind and other severely disabled firms are specifically identified (by name) by the prime; the extent of commitment by the prime to use specifically identified firms, whether as a joint venture, teaming arrangement, or subcontractor; and the complexity and variety of the work the identified firms are to perform.

(2) The extent of participation of small firms contemplated to be used as a percentage of the value of the total acquisition (Total Pricing for All Three Years).

Small businesses are not required to submit a discussion of this Factor; non-responses will receive neither a favorable nor unfavorable rating accordingly. However, small businesses should particularly state if they have utilized the above resources, have contributed to the development of or mentored other small business concerns, or plan to utilize them for the work described in this Solicitation.

9.2. Selection and Award Without Discussions. It is the intent of the Government to make award based upon initial offers, without conducting further discussions or requesting additional information. Therefore, proposals should be submitted initially on the most favorable terms from a price and technical standpoint. If award is not made on initial offers, discussions will be conducted as described in Paragraph 9.4 below.

9.3. Competitive Range. A Source Selection Evaluation Board (SSEB), consisting of government employees, will accomplish initial and final evaluations of proposals. Within the nonprice/cost proposals, Offeror's responses to the First Category "Past Performance" will be evaluated adjectivally in terms of a range from "Very Low Risk" to "Very High Risk", reflecting the SSEB's determination as to whether or not the extent of relevant experience shown by the offeror would result in the likelihood of success for this solicitation. For the Second Category "Technical Evaluation Elements", offers will be evaluated for "Technical Merit" and "Proposal Risk". "Technical Merit" will reflect the offeror's demonstrated ability in performing the work and will be rated numerically, by color or adjectivally at the discretion of the SSEB. "Proposal Risk" will reflect the offeror's proposed approach in meeting technical requirements of the Solicitation. This will be rated from "Low Risk" to "High Risk", reflecting the SSEB's determination on how well or how poorly the offeror appears to understand the intent of the Solicitation's technical requirements. The SSEB, using results from its evaluation of the two nonprice/cost categories, will utilize an evaluation matrix that develops a ranking of offers from a nonprice/cost standpoint. The matrix will place emphasis on the SSEB's evaluation of past performance, since this category is considered the more important. The SSEB will subsequently incorporate the nonprice/cost findings and evaluations and compare them against the Offerors' proposed price(s). This initial process will determine the first round of offers that are considered to be within the competitive range, i.e., those most likely to be considered for award and that present the "best value" to the government. If it is determined that discussions must be conducted (e.g., several proposals lack critical information), the Contracting Officer will review and possibly revise the ranking of the competitive range of offerors as established by the SSEB. This ranking will be based upon the SSEB's evaluations and recommendations and the Contracting Officer's judgment. However, the range of ranked offerors may be reduced by the Contracting Officer for purposes of efficiency (e.g., it may be determined that the number of most highly ranked proposals that might otherwise by included in the competitive range exceeds the number that affords reasonable competition and at which an efficient evaluation can be conducted). At this point in the evaluation process, the Contracting Officer may hold discussions with firms in the competitive range.

9.4. Discussions. The Government may conduct written or oral (telephonic) discussions with all offerors in the competitive range. As a result of discussions, offerors may make revisions to their initial offers. If an offeror's proposal is eliminated or otherwise removed from the competitive range during discussions, no further revisions to that offeror's proposal will be accepted or considered. Discussions will result in a request for Final Proposal Revisions, the date and time of which will be common to all offerors.

9.5 Selection and Award. The Government intends to award one contract based on initial offers. If discussions are conducted, the Government, after receipt of Final Proposal Revisions, will evaluate supplemental information provided by the offerors. Selection will be made on the basis of the best proposal of the most responsible offeror, which conforms to the RFP and represents the "best value" to the Government.

10. PROPOSAL EXPENSES AND PREAWARD COSTS

This RFP does not commit the Government to pay any costs incurred in the preparation and submission of the initial and any subsequent proposals or for any other costs incurred prior to execution of the formal contract.

THE NEXT SECTION IS THE PAST PERFORMANCE QUESTIONNAIRE.

PAST PERFORMANCE QUESTIONNAIRE FOR
SOLICITATION NUMBER DACA09-00-R-0010

(TO BE SUBMITTED BY OFFEROR'S CURRENT/FORMER CLIENT/CUSTOMER)

The contractor listed below is being considered in a Source Selection by U.S. Army Corps of Engineers, Los Angeles District, Los Angeles, CA. It would be appreciated if you would provide us with comments regarding the contractor s past performance. Your comments are considered Source Selection Sensitive, therefore, you are advised that the Federal Acquisition Regulation (3.104-5) prohibits the release of the names of individuals providing reference information about an offeror s past performance. In order to maintain the integrity of the source selection process, respectfully request that you do not divulge the name of the contractor nor discuss your comments on this questionnaire with any other individuals. TO MEET THE ARMY S NEED, THE REQUESTED INFORMATION MUST BE RECEIVED **NO LATER THAN 2:00 P.M., 14 JULY 2000**. PLEASE SUBMIT YOUR RESPONSE VIA FACSIMILE OR MAIL TO: U.S. ARMY CORPS OF ENGINEERS, LOS ANGELES DISTRICT, CONTRACTING DIVISION, ATTN: PATRICIA TRAINER, P.O. BOX 532711, LOS ANGELES, CA 90053-2325, FAX: (213) 452-4187.

Past Project Information:

Contractor (Prime/A-E):
Project Title/Contract Number:

Evaluator: (the following information will assist in the analysis of the data. Information will be kept confidential)

Name:	Date:
Phone No.:	Fax No.:
Address:	
Position held or function in relation to project:	

Ratings: Please evaluate the contractor s performance using the following ratings:

O =Outstanding, A =Above Averag e, S =Satisfactory, M =Marginal, U =Unsatisfactory

Please rate and provide any supporting information for the following: (Use additional sheets as needed)

1. The contractor s overall corporate management, integrity, reasonableness and cooperative condu ct. Rating:_____	
2. The relationship between the contractor and owner s contract team.	Rating:_____
3. The contractor s on -site management and coordination of subcontractors.	Rating:_____
4. The contractor s performance on delivery of quali ty work.	Rating:_____
5. The contractor s quality control (CQC) system.	Rating:_____

6. The contractor s ability to meet the performance schedule. Rating:_____
7. What did the contractor do to improve schedule problems, if any? Rating:____
8. The contractor s ability to provide the required work at a reasonable total price. Rating:_____
9. The contractor s compliance with labor standards, if applicable. Rating:_____
10. The contractor s compliance with safety standards and/or number of incidents. Rating:_____
11. Has the contractor been given any of the following: Cure notice, show cause, letters of reprimand, suspension of payments, termination? If yes, please explain.
12. Would you award another contract to this contractor? If no, please state reasons for not recommending this contractor additional work.
13. Was the customer satisfied with the end product?
14. Has the contractor been provided an opportunity to discuss any negative performance ratings? If so, what were the results?
15. OVERALL RATING_____
Please provide any additional comments (use additional sheets if necessary):

SECTION 00600 Representations & Certifications

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CLAUSES INCORPORATED BY FULL TEXT

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

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

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

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

[ ] (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

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

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

[ ] (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in FAR section 19.102 of the Federal Acquisition Regulation; or

[ ] (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

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

The offeror represents that --

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

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

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

(End of provision)

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

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

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

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

(End of clause)

52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (JAN 1997)

(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 standard industrial classification 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)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 1999) ALTERNATE I (NOV 1999)

(a)(1) The standard industrial classification (SIC) code for this acquisition is 1542 [insert SIC code].

(2) The small business size standard is $17M [insert size standard].

(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 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)(4)(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. "Joint venture," for purposes of a small disadvantaged business (SDB) set-aside or price evaluation preference (as prescribed at 13 CFR 124.321), is a concern that is owned and controlled by one or more socially and economically disadvantaged individuals entering into a joint venture agreement with one or more business concerns and is considered to be affiliated for size purposes with such other concern(s). The combined annual receipts or employees of the concerns entering into the joint venture must meet the applicable size standard corresponding to the SIC code designated for the contract. The majority of the venture's earnings must accrue directly to the socially and economically disadvantaged individuals in the SDB concern(s) in the joint venture. The percentage of the ownership involvement in a joint venture by disadvantaged individuals must be at least 51 percent.

"Small business concern," as used in this provision, 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.

"Small disadvantaged business concern," as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

"Women-owned small business concern," as used in this provision, means a small business concern--

(1) Which 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, 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)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)

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

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

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

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

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

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

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

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

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

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

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

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

(End of provision)

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

(a) Contractor identification is essential for complying with statutory contract reporting requirements. Therefore, the offeror is requested to enter, in the block with its name and address on the Standard Form 33 or similar document, the annotation "DUNS" followed by the DUNS number which identifies the offeror's name and address exactly as stated in the offer.

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

(1) Company name.

(2) Company address.

(3) Company telephone number.

(4) Line of business.

(5) Chief executive officer/key manager.

(6) Date the company was started.

(7) Number of people employed by the company.

(8) Company affiliation.

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

(End of provision)

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

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

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

(End of provision)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

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

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

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

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

(d) Taxpayer Identification Number (TIN).

___ TIN:.----------

___ TIN has been applied for.

___ TIN is not required because:

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

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

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

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

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

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other----------

(f) Common parent.

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

___ Name and TIN of common parent:

Name----------

TIN----------

(End of provision)

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

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

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

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

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

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

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

(End of provision)

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

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods of factors used to calculate the prices offered:

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

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

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

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

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

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

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

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

(End of clause)

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

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

(b) Representation. The Offeror represents that it:

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

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

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

(End of provision)

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

(a) "Definitions."

As used in this provision --

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

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

(3) "Significant interest" means --

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

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

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

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

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

(b) "Prohibition on award."

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

(c) "Disclosure."

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

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

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

(End of provision)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION.(MAR 2000)

(a) Definitions.

As used in this clause--

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

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

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

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

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

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

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

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

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at http://www.ccr2000.com.

(End of clause)

252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 199)

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

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

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

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

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

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

(End of provision)

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CLAUSES INCORPORATED BY FULL TEXT

52.252-4 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

(End of clause)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996) - ALTERNATE I (SEP 1996)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 45.6 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove

those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (g) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and Contracting Officer fail to agree on the whole amount to be paid the Contractor because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined as follows, but without duplication of any amounts agreed upon under paragraph (f) of this clause:

(1) For contract work performed before the effective date of termination, the total (without duplication of any items) of--

(i) The cost of this work;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(1)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(1)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(2) The reasonable costs of settlement of the work terminated, including--

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

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

(a) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the Government may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In this event, the Government may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Government resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Government in completing the work.

(b) The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause, if--

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include

(i) acts of God or of the public enemy,

(ii) acts of the Government in either its sovereign or contractual capacity,

(iii) acts of another Contractor in the performance of a contract with the Government,

(iv) fires,

(v) floods,

(vi) epidemics,

(vii) quarantine restrictions,

(viii) strikes,

(ix) freight embargoes,

(x) unusually severe weather, or delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within 10 days from the beginning of any delay (unless extended by the Contracting Officer), notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of the Contracting Officer shall be final and conclusive on the parties, but subject to appeal under the Disputes clause.

(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Government.

The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

52.248-3 VALUE ENGINEERING--CONSTRUCTION (FEB 2000) - ALTERNATE I (APR 1984)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any instant contract savings realized from accepted VECP's, in accordance with paragraph (f) below.

(b) Definitions. "Collateral costs," as used in this clause, means agency costs of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistic support. The term does not include the normal administrative costs of processing the VECP.

"Instant contract savings," as used in this clause, means the estimated reduction in Contractor cost of performance resulting from acceptance of the VECP, minus allowable Contractor's development and implementation costs, including subcontractors' development and implementation costs (see paragraph (h) below).

"Value engineering change proposal (VECP)" means a proposal that--

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the contract price or estimated cost without impairing essential functions or characteristics; provided, that it does not involve a change--

(i) In deliverable end item quantities only; or

(ii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (7) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under paragraph (h) below.

(4) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(5) A prediction of any effects the proposed change would have on collateral costs to the agency.

(6) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(7) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Resident Engineer at the worksite, with a copy to the Contracting Officer.

(e) Government action. (1) The Contracting Officer shall notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer shall notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer shall notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause. The Contracting Officer may accept the VECP, even though an agreement on price reduction has not been reached, by issuing the Contractor a notice to proceed with the change. Until a notice to proceed is issued or a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing.

(1) Rates. The Government's share of savings is determined by subtracting Government costs from instant contract savings and multiplying the result by (i) 45 percent for fixed-price contracts or (ii) 75 percent for cost-reimbursement contracts.

(2) Payment. Payment of any share due the Contractor for use of a VECP on this contract shall be authorized by a modification to this contract to--

(i) Accept the VECP;

(ii) Reduce the contract price or estimated cost by the amount of instant contract savings; and

(iii) Provide the Contractor's share of savings by adding the amount calculated to the contract price or fee.

(g) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of $50,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this contract's price under paragraph (f) above, the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Government under this contract, but shall exclude any value engineering incentive payments to a subcontractor. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that these payments shall not reduce the Government's share of the savings resulting from the VECP.

(h) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering--Construction clause of contract . . . . . , shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(j) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount by 20 percent of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price or estimated cost, at the time the VECP is accepted, or $100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.

(End of clause)

52.246-25 LIMITATION OF LIABILITY--SERVICES (FEB 1997)

(a) Except as provided in paragraphs (b) and (c) below, and except to the extent that the Contractor is expressly responsible under this contract for deficiencies in the services required to be performed under it (including any materials furnished in conjunction with those services), the Contractor shall not be liable for loss of or damage to property of the Government that (1) occurs after Government acceptance of services performed under this contract, and (2) results from any defects or deficiencies in the services performed or materials furnished.

(b) The limitation of liability under paragraph (a) above shall not apply when a defect or deficiency in, or the Government's acceptance of, services performed or materials furnished results from willful misconduct or lack of good faith on the part of any of the Contractor's managerial personnel. The term "Contractor's managerial personnel," as used in this clause, means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of--

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operations at any one plant, laboratory, or separate location at which the contract is being performed; or

(3) A separate and complete major industrial operation connected with the performance of this contract.

(c) If the Contractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government through the Contractor's performance of services or furnishing of materials under this contract, the Contractor shall be liable to the Government, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after Government acceptance of, and resulting from any defects and deficiencies in, services performed or materials furnished under this contract.

52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of--

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, workmanship, or design furnished.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.
(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and

(3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

(End of clause)

52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

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

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

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

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

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

(3) Constitute or imply acceptance; or

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

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

52.245-4 GOVERNMENT-FURNISHED PROPERTY (SHORT FORM) (APR 1984)

(a) The Government shall deliver to the Contractor, at the time and locations stated in this contract, the Government-furnished property described in the Schedule or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause when--

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished property shall remain in the Government. The Contractor shall use the Government-furnished property only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industrial practice and will make such records available for Government inspection at all reasonable times, unless the clause at Federal Acquisition Regulation 52.245-1, Property Records, is included in this contract.

(c) Upon delivery of Government-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except--

(1) For reasonable wear and tear;

(2) To the extent property is consumed in performing this contract; or

(3) As otherwise provided for by the provisions of this contract.

(d) Upon completing this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all Government-furnished property not consumed in performing this contract or previously delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as directed by the Contracting Officer.

(e) If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

52.243-4 CHANGES (AUG 1987)

(a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes--

(1) In the specifications (including drawings and designs);

(2) In the method or manner of performance of the work;

(3) In the Government-furnished facilities, equipment, materials, services, or site; or

(4) Directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating

(1) the date, circumstances, and source of the order and

(2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after

(1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.

(f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

52.242-14 SUSPENSION OF WORK (APR 1984)

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

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

52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government

contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(End of clause)

52.242-3 Penalties for Unallowable Costs. (OCT 1995)

(a) Definition. Proposal, as used in this clause, means either--

(1) A final indirect cost rate proposal submitted by the Contractor after the expiration of its fiscal year which--

(i) Relates to any payment made on the basis of billing rates; or

(ii) Will be used in negotiating the final contract price; or

(2) The final statement of costs incurred and estimated to be incurred under the Incentive Price Revision clause (if applicable), which is used to establish the final contract price.

(b) Contractors which include unallowable indirect costs in a proposal may be subject to penalties. The penalties are prescribed in 10 U.S.C. 2324 or 41 U.S.C. 256, as applicable, which is implemented in Section 42.709 of the Federal Acquisition Regulation (FAR).

(c) The Contractor shall not include in any proposal any cost which is unallowable, as defined in Part 31 of the FAR, or an executive agency supplement to Part 31 of the FAR.

(d) If the Contracting Officer determines that a cost submitted by the Contractor in its proposal is expressly unallowable under a cost principle in the FAR, or an executive agency supplement to the FAR, that defines the allowability of specific selected costs, the Contractor shall be assessed a penalty equal to--

(1) The amount of the disallowed cost allocated to this contract; plus

2) Simple interest, to be computed--

(i) On the amount the Contractor was paid (whether as a progress or billing payment) in excess of the amount to which the Contractor was entitled; and

(ii) Using the applicable rate effective for each six-month interval prescribed by the Secretary of the Treasury pursuant to Pub. L. 92-41 (85 Stat. 97).

(e) If the Contracting Officer determines that a cost submitted by the Contractor in its proposal includes a cost previously determined to be unallowable for that Contractor, then the Contractor will be assessed a penalty in an amount equal to two times the amount of the disallowed cost allocated to this contract.

(f) Determinations under paragraphs (d) and (e) of this clause are final decisions within the meaning of the Contract Disputes Act of 1978 (41 U.S.C. 601, et seq.).

(g) Pursuant to the criteria in FAR 42.709-5, the Contracting Officer may waive the penalties in paragraph (d) or (e) of this clause.

(h) Payment by the Contractor of any penalty assessed under this clause does not constitute repayment to the Government of any unallowable cost which has been paid by the Government to the Contractor.

52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)

If the Contracting Officer decides to conduct a preconstruction conference, the successful offeror will be notified and will be required to attend. The Contracting Officer's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997) - ALTERNATE I (APR 1984

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by," or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown," as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed".

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements, and (2) the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor. Upon completing the work under this contract, the Contractor shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the equipment is completed and accepted.

52.236-17 LAYOUT OF WORK (APR 1984)

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

52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

52.236-13 ACCIDENT PREVENTION (NOV 1991) – ALTERNATE I (NOV 1991)

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

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

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

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

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

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

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

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

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

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

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

(f) Before commencing the work, the Contractor shall-

(1) Submit a written proposed plan for implementing this clause. The plan shall include an analysis of the significant hazards to life, limb, and property inherent in contract work performance and a plan for controlling these hazards; and

(2) Meet with representatives of the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

52.236-12 CLEANING UP (APR 1984)

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

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

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

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

52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)

(a) The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

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

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

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

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

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

(1) at or near the work site, and

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

52.236-8 OTHER CONTRACTS (APR 1984)

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees.

52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

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

52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

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

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

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

52.236-3 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.

52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

As prescribed in 36.502, insert the following clause in solicitations and contracts when a fixed-price construction contract or a fixed-price dismantling, demolition, or removal of improvements contract is contemplated and the contract amount is expected to exceed the small purchase limitation. The Contracting Officer may insert the clause in solicitations and contracts when a fixed-price construction or a fixed-price contract for dismantling, demolition, or removal of improvements is contemplated and the contract amount is expected to be within the small purchase limitation.

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of

(1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or

(2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

52.233-3 PROTEST AFTER AWARD (AUG. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

52.233-1 Disputes. (DEC 1998)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding $100,000 is not a claim under the Act until certified as required by subparagraph (d)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim -

(A) Exceeding $100,000; or

(B) Regardless of the amount claimed, when using -

(1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or

(2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of $100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over $100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative disput resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (JUN 1997)

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

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

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

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

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

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

(A) The due date for making such payments shall be either the 30th day after receipt by the designated billing office of a proper invoice from the Contractor, or the 30th day after Government acceptance of the work or services completed by the Contractor,

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

(B) On a final invoice where the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance shall be deemed to have occurred on the effective date of the contract settlement.

(2) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in subdivisions (a)(2)(i) through (a)(2)(ix) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice, with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in subparagraph (a)(4) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date. (The Contractor is encouraged to date invoices as close as possible to the date of mailing or transmission.)

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

(iv) Description of work or services performed.

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

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

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

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

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

(x) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.

(3) Interest penalty. An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the conditions listed in subdivisions (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.

(i) A proper invoice was received by the designated billing office.

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

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

(4) Computing penalty amount. The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority (e.g., tariffs). This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice principal payment amount approved by the Government until the payment date of such approved principal amount; and will be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice principal payment amount and will be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(2) of this clause, the due date on the corrected invoice will be adjusted by subtracting from such date the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the

designated payment office for errors in calculating interest penalties.

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

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days.

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(C) For incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than $1 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(5) Prompt payment discounts. An interest penalty also shall be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(6) Additional interest penalty. (i) If this contract was awarded on or after October 1, 1989, a penalty amount, calculated in accordance with subdivision (a)(6)(iii) of this clause, shall be paid in addition to the interest penalty amount if the Contractor--

(A) Is owed an interest penalty of $1 or more;

(B) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

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

(ii)(A) Contractors shall support written demands for additional penalty payments with the following data. No additional data shall be required. Contractors shall--

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

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

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

(B) Demands must be postmarked on or before the 40th day after payment was made, except that--

(1) If the postmark is illegible or nonexistent, the demand must have been received and annotated with the date of receipt by the designated payment office on or before the 40th day after payment was made; or

(2) If the postmark is illegible or nonexistent and the designated payment office fails to make the required annotation, the demand's validity will be determined by the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

(iii)(A) The additional penalty shall be equal to 100 percent of any original late payment interest penalty, except--

(1) The additional penalty shall not exceed $5,000;

(2) The additional penalty shall never be less than $25; and

(3) No additional penalty is owed if the amount of the underlying interest penalty is less than $1.

(B) If the interest penalty ceases to accrue in accordance with the limits stated in subdivision (a)(4)(iii) of this clause, the amount of the additional penalty shall be calculated on the amount of interest penalty that would have accrued in the absence of these limits, subject to the overall limits on the additional penalty specified in subdivision (a)(6)(iii)(A) of this clause.

(C) For determining the maximum and minimum additional penalties, the test shall be the interest penalty due on each separate payment made for each separate contract. The maximum and minimum additional penalty shall not be based upon individual invoices unless the invoices are paid separately. Where payments are consolidated for disbursing purposes, the maximum and minimum additional penalty determination shall be made separately for each contract therein.

(D) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payments. (1) Due dates for recurring financing payments. If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the [insert day as prescribed by Agency head; if not prescribed, insert 30th day] day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(2) Due dates for other contract financing. For advance payments, loans, or other arrangements that do not involve recurring submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(3) Interest penalty not applicable. Contract financing payments shall not be assessed an interest penalty for payment delays.

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

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

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

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

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

(3) Subcontractor clause flowdown. A clause requiring each subcontractor to include a payment clause and an interest penalty clause conforming to the standards set forth in subparagraphs (c)(1) and (c)(2) of this clause in each of its subcontracts, and to require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

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

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

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

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

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

(ii) A copy of any notice issued by a Contractor pursuant to subdivision (d)(3)(i) of this clause has been furnished to the Contracting Officer.

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

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

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

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

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

(i) Make such payment within--

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

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

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

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

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

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

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

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

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

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

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

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

interest penalty under subparagraph (e)(6) of this clause--

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

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

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

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

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

(g) Written notice of subcontractor withholding. A written notice of any withholding shall be issued to a subcontractor (with a copy to the Contracting Officer of any such notice issued by the Contractor), specifying--

(1) The amount to be withheld;

(2) The specific causes for the withholding under the terms of the subcontract; and

(3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.

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

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

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

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

52.232-25 PROMPT PAYMENT (JUN 1997)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in section 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments. (1) Due date--(i) Except as indicated in subparagraph (a)(2) and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(A) The 30th day after the designated billing office has received a proper invoice from the Contractor (except as provided in subdivision (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice

where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.

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

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in subdivisions (a)(3)(i) through (a)(3)(viii) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, edible fats or oils, and food products prepared from edible fats or oils), with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in subparagraph (a)(5) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date. (The Contractor is encouraged to date invoices as close as possible to the date of the mailing or transmission.)

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

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

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

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

(viii) Any other information or documentation required by the contract (such as evidence of shipment).

(ix) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.

(4) Interest penalty. An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the conditions listed in subdivisions (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.

(i) A proper invoice was received by the designated billing office.

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

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

(5) Computing penalty amount. The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority (e.g., tariffs). This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice principal payment amount approved by the Government until the payment date of such approved principal amount; and will be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice principal payment amount and will be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(3) of this clause, the due date on the corrected invoice will be adjusted by subtracting from such date the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils).

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(C) For incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than $1 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(6) Prompt payment discounts. An interest penalty also shall be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in subparagraph (a)(5) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(7) Additional interest penalty. (i) If this contract was awarded on or after October 1, 1989, a penalty amount, calculated in accordance with subdivision (a)(7)(iii) of this clause, shall be paid in addition to the interest penalty amount if the Contractor--

(A) Is owed an interest penalty of $1 or more;

(B) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(C) Makes a written demand to the designated payment office for additional penalty payment, in accordance with subdivision (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) Contractors shall support written demands for additional penalty payments with the following data. No additional data shall be required. Contractors shall--

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

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

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

(B) Demands must be postmarked on or before the 40th day after payment was made, except that--

(1) If the postmark is illegible or nonexistent, the demand must have been received and annotated with the date of receipt by the designated payment office on or before the 40th day after payment was made; or

(2) If the postmark is illegible or nonexistent and the designated payment office fails to make the required annotation, the demand's validity will be determined by the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

(iii)(A) The additional penalty shall be equal to 100 percent of any original late payment interest penalty, except--

(1) The additional penalty shall not exceed $5,000;

(2) The additional penalty shall never be less than $25; and

(3) No additional penalty is owed if the amount of the underlying interest penalty is less than $1.

(B) If the interest penalty ceases to accrue in accordance with the limits stated in subdivision (a)(5)(iii) of this clause, the amount of the additional penalty shall be calculated on the amount of interest penalty that would have accrued in the absence of these limits, subject to the overall limits on the additional penalty specified in subdivision (a)(7)(iii)(A) of this clause.

(C) For determining the maximum and minimum additional penalties, the test shall be the interest penalty due on each separate payment made for each separate contract. The maximum and minimum additional penalty shall not be based upon individual invoices unless the invoices are paid separately. Where payments are consolidated for disbursing purposes, the maximum and minimum additional penalty determination shall be made separately for each contract therein.

(D) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payments. (1) Due dates for recurring financing payments. If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the [insert day as prescribed by Agency head; if not prescribed, insert 30th day] day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(2) Due dates for other contract financing. For advance payments, loans, or other arrangements that do not involve recurring submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(3) Interest penalty not applicable. Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

52.232-17 INTEREST (JUNE 1996)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid. reproduce, prepare derivative works, distribute copies to the public, and
(b) Amounts shall be due at the earliest of the following dates:

(1) The date fixed under this contract.

(2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

(3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.

(4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)

If more than one clause or Schedule term of this contract authorizes the temporary withholding of amounts otherwise payable to the Contractor for supplies delivered or services performed, the total of the amounts withheld at any one time shall not exceed the greatest amount that may be withheld under any one clause or Schedule term at that time; provided, that this limitation shall not apply to--

(a) Withholdings pursuant to any clause relating to wages or hours of employees;

(b) Withholdings not specifically provided for by this contract;

(c) The recovery of overpayments; and

(d) Any other withholding for which the Contracting Officer determines that this limitation is inappropriate.

52.232-8 DISCOUNTS FOR PROMPT PAYMENT (MAY 1997)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a prompt payment discount in conjunction with the offer, offerors awarded contracts may include prompt payment discounts on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____

(Name)

_____

(Title)

_____

(Date)

(d) Refund of unearned amounts. If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the Contractor shall--

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

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

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

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

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

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

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

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

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

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

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

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

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

modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

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

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

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

52.229-5 TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (APR 1984)

The term "local taxes," as used in the Federal, State, and local taxes clause of this contract, includes taxes imposed by a possession of the United States or by Puerto Rico.

(End of clause)

52.229-3 FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)

(a) "Contract date," as used in this clause, means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

"All applicable Federal, State, and local taxes and duties," as used in this clause, means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

"After-imposed Federal tax," as used in this clause, means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

"After-relieved Federal tax," as used in this clause, means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

(b) The contract price includes all applicable Federal, State, and local taxes and duties.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved Federal tax.

(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds $250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(End of clause)

52.228-11 PLEDGES OF ASSETS (FEB 1992)

(a) Offerors shall obtain from each person acting as an individual surety on a bid guarantee, a performance bond, or a payment bond--

(1) Pledge of assets; and

(2) Standard Form 28, Affidavit of Individual Surety.

(b) Pledges of assets from each person acting as an individual surety shall be in the form of--

(1) Evidence of an escrow account containing cash, certificates of deposit, commercial or Government securities, or other assets described in FAR 28.203-2 (except see 28.203-2(b)(2) with respect to Government securities held in book entry form) and/or;

(2) A recorded lien on real estate. The offeror will be required to provide--

(i) Evidence of title in the form of a certificate of title prepared by a title insurance company approved by the United States Department of Justice. This title evidence must show fee simple title vested in the surety along with any concurrent owners; whether any real estate taxes are due and payable; and any recorded encumbrances against the property, including the lien filed in favor of the Government as required by FAR 28.203-3(d);

(ii) Evidence of the amount due under any encumbrance shown in the evidence of title;

(iii) A copy of the current real estate tax assessment of the property or a current appraisal dated no earlier than 6 months prior to the date of the bond, prepared by a professional appraiser who certifies that the appraisal has been conducted in accordance with the generally accepted appraisal standards as reflected in the Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation.

(End of clause)

52.228-5 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)

52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

The Contractor shall promptly furnish additional security required to protect the Government and persons supplying labor or materials under this contract if--

(a) Any surety upon any bond, or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Government.

(b) Any surety fails to furnish reports on its financial condition as required by the Government;

(c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer; or

(d) An irrevocable letter of credit (ILC) used as security will expire before the end of the period of required security. If the Contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before an

ILC's scheduled expiration, the Contracting officer has the right to immediately draw on the ILC.

52.227-4 PATENT INDEMNITY--CONSTRUCTION CONTRACTS (APR 1984)

Except as otherwise provided, the Contractor agrees to indemnify the Government and its officers, agents, and employees against liability, including costs and expenses, for infringement upon any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of performing this contract or out of the use or disposal by or for the account of the Government of supplies furnished or work performed under this contract.

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

(c) The Contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier for supplies or services (including construction and architect-engineer subcontracts and those for material, supplies, models, samples, or design or testing services) expected to exceed the simplified acquisition threshold at (FAR) 2.101.to exceed the dollar amount set forth in 13.000 of the Federal Acquisition Regulation (FAR).

(End of clause)

52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold (however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.)

52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (FEB 2000)

(a) For Department of Defense contracts, this clause applies only if the contract includes a subcontracting plan incorporated under the terms of the clause at 52.219-9, Small Business Subcontracting Plan. It does not apply to contracts awarded based on a subcontracting plan submitted and approved under paragraph (g) of the clause at 52.219-9.

(b) Definitions. As used in this clause:

"Indian" means any person who is a member of any Indian tribe, band, group, pueblo or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C. 1452(c) and

any ``Native" as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601).

"Indian organization" means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C., chapter 17.

"Indian-owned economic enterprise" means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership shall constitute not less than 51 percent of the enterprise.

"Indian tribe" means any Indian tribe, band, group, pueblo or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1542(c).

"Interested party" means a prime contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontract or by the failure to award a subcontract.

(c)The Contractor agrees to use its best efforts to give Indian organizations and Indian-owned economic enterprises (25 U.S.C. 1544) the maximum practicable opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of its contract.

(1) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization or Indian-owned economic enterprise as to its eligibility, unless an interested party challenges its status or the Contracting Officer has independent reason to question that status. In the event of a challenge to the representation of a subcontractor, the Contracting Officer shall refer the matter to the U.S. Department of the Interior, Bureau of Indian Affairs (BIA), Attn: Chief, Division of Contracting and Grants Administration, 1849 C Street, NW, MS-334A-SIB, Washington, DC 20245. The BIA will determine the eligibility and notify the Contracting Officer. The 5 percent incentive payment will not be made within 50 working days of subcontract award or while a challenge is pending. If a subcontractor is determined to be an ineligible participant, no incentive payment will be made under the Indian Incentive Program.

(2) The Contractor may request an adjustment under the Indian Incentive Program to the following:

(i) The estimated cost of a cost-type contract.

(ii) The target cost of a cost-plus-incentive-fee prime contract.

(iii) The target cost and ceiling price of a fixed-price incentive prime contract.

(iv) The price of a firm-fixed-price prime contract.

(3) The amount of the equitable adjustment to the prime contract shall be 5 percent of the estimated cost, target cost or firm-fixed-price included in the subcontract initially awarded to the Indian organization or Indian-owned economic enterprise.

(4) The Contractor has the burden of proving the amount claimed and must assert its request for an adjustment prior to completion of contract performance.

(d) T The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, will authorize an incentive payment of 5 percent of the amount paid to the subcontractor. The Contracting Officer will seek funding in accordance with agency procedures.

(End of clause)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2000)

(a) The Contractor shall not acquire, for use in the performance of this contract, any supplies or services originating from sources within, or that were located in or transported from or through, countries whose products are banned from importation into the United States under regulations of the Office of Foreign Assets Control, Department of the Treasury. Those countries are Cuba, Iran, Iraq, Libya, North Korea, and Sudan.

(b) The Contractor shall not acquire for use in the performance of this contract any supplies or services from entities controlled by the government of Iraq.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(End of clause)

52.225-11 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (FEB 2000)

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

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

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

Cost of components means--

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

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

Designated country means any of the following countries: Aruba, Austria, Bangladesh, Belgium, Benin, Bhutan, Botswana, Burkina Faso, Burundi, Canada, Cape Verde, Central African Republic, Chad, Comoros, Denmark.

Djibouti, Equatorial Guinea, Finland, France, Gambia, Germany, Greece, Guinea, Guinea-Bissau, Haiti, Hong Kong, Ireland, Israel, Italy, Japan.

Kiribati, Korea, Republic of, Lesotho, Liechtenstein, Luxembourg, Malawi, Maldives, Mali, Mozambique, Nepal, Netherlands, Niger, Norway, Portugal, Rwanda.

Sao Tome and Principe, Sierra Leone, Singapore, Somalia, Spain, Sweden, Switzerland, Tanzania U.R., Togo, Tuvalu, Uganda, United Kingdom, Vanuatu, Western Samoa, Yemen.

Designated country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a designated country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different construction material distinct from the materials from which it was transformed.

Domestic construction material means--

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

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

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

North American Free Trade Agreement country means Canada or Mexico.

North American Free Trade Agreement country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a North American Free Trade Agreement (NAFTA) country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a NAFTA country into a new and different construction material distinct from the materials from which it was transformed.

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

(b) Construction materials. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) and the Balance of Payments Program by providing a preference for domestic construction material. In addition, the Contracting Officer has determined that the Trade Agreements Act and the North American Free Trade Agreement (NAFTA) apply to this acquisition. Therefore, the Buy American Act and Balance of Payments Program restrictions are waived for designated country and NAFTA country construction materials.

(2) The Contractor shall use only domestic, designated country, or NAFTA country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows: [Contracting Officer to list applicable excepted materials or indicate ``none"]

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) 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 restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent. For determination of unreasonable cost under the Balance of Payments Program, the Contracting Officer will use a factor of 50 percent;

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

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

(c) Request for determination of inapplicability of the Buy American Act or Balance of Payments Program. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including--

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

(2) If the Government determines after contract award that an exception to the Buy American Act or Balance of Payments Program applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this
clause.

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

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

Foreign and Domestic Construction Materials Price Comparison

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

\1\ Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).
List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.
Include other applicable supporting information.

(End of clause)

52.225-5 TRADE AGREEMENTS (APR 2000)

(a) Definitions. As used in this clause.

Caribbean Basin country means any of the following countries: Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, British Virgin Islands, Costa Rica, Dominica, El Salvador, Grenada, Guatemala, Guyana, Haiti, Jamaica, Montserrat, Netherlands Antilles, Nicaragua, Panama, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Trinidad and Tobago.

Caribbean Basin country end product means an article that--

(1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself. The term excludes products that are excluded from duty-free treatment for Caribbean countries under 19 U.S.C. 2703(b), which presently are--

(i) Textiles and apparel articles that are subject to textile agreements;

(ii) Footwear, handbags, luggage, flat goods, work gloves, and leather wearing apparel not designated as eligible articles for the purpose of the Generalized System of Preferences under Title V of the Trade Act of 1974;

(iii) Tuna, prepared or preserved in any manner in airtight containers;

(iv) Petroleum, or any product derived from petroleum; and

(v) Watches and watch parts (including cases, bracelets, and straps) of whatever type including, but not limited to, mechanical, quartz digital, or quartz analog, if such watches or watch parts contain any material that is the product of any country to which the Harmonized Tariff Schedule of the United States (HTSUS) column 2 rates of duty apply.

Designated country means any of the following countries: Aruba, Austria, Bangladesh Belgium, Benin, Bhutan, Botswana, Burkina Faso, Burundi, Canada, Cape Verde, Central African Republic, Chad, Comoros, Denmark, Djibouti, Equatorial Guinea.

Finland, France, Gambia, Germany, Greece, Guinea, Guinea-Bissau, Haiti, Hong Kong, Ireland, Israel, Italy, Japan.

Kiribati, Korea, Republic of Lesotho, Liechtenstein, Luxembourg, Malawi, Maldives, Mali, Mozambique, Nepal, Netherlands, Niger, Norway, Portugal, Rwanda.

Sao Tome and Principe, Sierra Leone, Singapore, Somalia, Spain, Sweden, Switzerland, Tanzania U.R., Togo, Tuvalu, Uganda, United Kingdom, Vanuatu, Western Samoa, Yemen.

Designated country end product means an article that--

(1) Is wholly the growth, product, or manufacture of a designated country; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services, (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

End product means supplies delivered under a line item of a Government contract.

North American Free Trade Agreement country means Canada or Mexico.

North American Free Trade Agreement country end product means an article that--

(1) Is wholly the growth, product, or manufacture of a North American Free Trade Agreement (NAFTA) country; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a NAFTA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services, (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

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

U.S.-made end product means an article that is mined, produced, or manufactured in the United States or that is substantially transformed in the United States into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed.,

(b) Implementation. This clause implements the Trade, Agreements Act (19 U.S.C. 2501, et seq.) and the North American Free Trade Agreement Implementation Act of 1993, (NAFTA) (19 U.S.C. 3301 note), by restricting the acquisition of end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.,

(c) Delivery of end products. The Contracting Officer has determined that the Trade Agreements Act and NAFTA apply to this acquisition. Unless otherwise specified, these trade agreements apply to all items in the Schedule. The Contractor shall deliver under this contract only U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products except to the extent that, in its offer, it specified delivery of other end products in the provision entitled ``Trade Agreements Certificate."

(End of clause)

52.223-14 TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)

(a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(b) A Contractor owned or operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if--

(1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

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

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

(4) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation (FAR); or

(5) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt--

(1) The Contractor shall notify the Contracting Officer; and

(2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall (i) submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and (ii) continue to file the annual Form R for the life of the contract for such facility.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items, as defined in FAR Part 2, the Contractor shall--

(1) For competitive subcontracts expected to exceed $100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding $100,000 (including all options), the substance of this clause, except this paragraph (e).

52.223-10 WASTE REDUCTION PROGRAM (OCT 1997)

(a) Definition. "Waste reduction," as used in this clause, means preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

(b) Consistent with the requirements of Section 701 of Executive Order 12873, the Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. Any such program shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6901, et seq.) and implementing regulations.

52.223-6 DRUG-FREE WORKPLACE (JAN 1997)

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

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to deter- mine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall-- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) though (b)(6) of

this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

(End of clause)

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (APR 1998)

(a) Executive Order 12856 of August 3, 1993, requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA)(42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA)(42 U.S.C. 13101-13109).

(b) The Contractor shall provide all information needed by the Federal facility to comply with the emergency planning reporting requirements of Section 302 of EPCRA; the emergency notice requirements of Section 304 of EPCRA; the list of Material Safety Data Sheets required by Section 311 of EPCRA; the emergency and hazardous chemical inventory forms of Section 312 of EPCRA; the toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA; and the toxic chemical reduction goals requirements of Section 3-302 of Executive Order 12856.

52.222-37 EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1999)

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

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

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

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

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

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

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

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

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) The rights of applicants and employees.

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

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

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

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

(End of clause)

52.222-35 AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998)

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

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

Appropriate office of the State employment service system means the local office of the Federal-State national system of public employment offices with assigned responsibility to serve the area where the employment opening is to be filled, including the District of Columbia, Guam, the Commonwealth of Puerto Rico, and the Virgin Islands.

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

Veteran of the Vietnam era means a person who--

(1) Served on active duty for a period of more than 180 days, any part of which occurred between August 5, 1964, and May 7, 1975, and was discharged or released therefrom with other than a dishonorable discharge; or

(2) Was discharged or released from active duty for a service-connected disability if any part of such active duty was performed between August 5, 1964, and May 7, 1975.

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

(i) Employment;

(ii) Upgrading;

(iii) Demotion or transfer;

(iv) Recruitment;

(v) Advertising;

(vi) Layoff or termination;

(vii) Rates of pay or other forms of compensation; and

(viii) Selection for training, including apprenticeship.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended.

(c) Listing openings. (1) The Contractor agrees to list all employment openings existing at contract award or occurring during contract performance, at an appropriate office of the State employment service system in the locality where the opening occurs. These openings include those occurring at any Contractor facility, including one not connected with performing this contract. An independent corporate affiliate is exempt from this requirement.

(2) State and local government agencies holding Federal contracts of $10,000 or more shall also list all their employment openings with the appropriate office of the State employment service.

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

(4) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State employment service system, in each State where it has establishments, of the name and location of each hiring location in the State. As long as

the Contractor is contractually bound to these terms and has so advised the State system, it need not advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

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

(e) Postings. (1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era, and (ii) the rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary), and provided by or through the Contracting Officer.

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

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

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

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

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

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

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

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

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

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

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

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

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

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

(1) Actively participates in the group;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

52.222-26 EQUAL OPPORTUNITY (FEB 1999)

(a) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of $10,000, the Contractor shall comply with subparagraphs (b)(1) through (11) of this clause. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(b) During performing this contract, the Contractor agrees as follows:

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

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

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

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

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

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

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

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

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

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

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

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

52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)

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

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

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

52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

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

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

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

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

A breach of the contract clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act--Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Davis-Bacon and Related Act Regulations, or Certification of Eligibility may

be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

52.222-11 SUBCONTRACTS (LABOR STANDARDS (FEB 1988)

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

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

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

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

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

52.222-9 APPRENTICES AND TRAINEES (FEB 1988)

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

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

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

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

52.222-8 PAYROLLS AND BASIC RECORDS (FEB 1988)

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

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

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

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

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

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

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

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

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

request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

52.222-7 WITHHOLDING OF FUNDS (FEB 1988)

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

52.222-6 DAVIS-BACON ACT (FEB 1995)

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

(b)(1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

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

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

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

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

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

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

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

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

52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation. (JUL 1995)

(a) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics (see Federal Acquisition Regulation (FAR) 22.300) shall require or permit any such laborers or mechanics in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in paragraph (a) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanics employed in violation of the provisions set forth in paragraph (a) of this clause in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer shall upon his or her own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same Prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

(d) Payrolls and basic records. (1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of contract work and shall preserve them for a period of 3 years from the completion of the contract for all laborers and mechanics working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Nothing in this paragraph shall require the duplication of records required to be maintained for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The records to be maintained under paragraph (d)(1) of this clause shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit such representatives to interview employees during working hours on the job.

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

52.222-3 Convict Labor (Aug 1996)

The Contractor agrees not to employ in the performance of this contract any person undergoing a sentence of imprisonment which has been imposed by any court of a State, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands,

Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands. This limitation, however, shall not prohibit the employment by the Contractor in the performance of this contract of persons on parole or probation to work at paid employment during the term of their sentence or persons who have been pardoned or who have served their terms. Nor shall it prohibit the employment by the Contractor in the performance of this contract of persons confined for violation of the laws of any of the States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--

(a)(1) The worker is paid or is in an approved work training program on a voluntary basis;

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

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

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

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

(End of clause)

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

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

52.219-16 Liquidated Damages-Subcontracting Plan (JAN 1999)

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

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

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

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

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

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

(End of clause)

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 1999)

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

(b) "Commercial product," as used in this clause, means a product in regular production that is sold in substantial quantities to the general public and/or industry at established catalog or market prices. It also means a product which, in the opinion of the Contracting Officer, differs only insignificantly from the Contractor's commercial product.

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

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

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

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

(2) A statement of--

(i) Total dollars planned to be subcontracted;

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

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

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

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

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

(i) Small business concerns;

(ii) HUBZone small business concerns;

(iii) Small disadvantaged business concerns; and

(iv) Women-owned small business concerns.

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

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

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

(i) Small business concerns;

(ii) HUBZone small business concerns;

(iii) Small disadvantaged business concerns; and

(iv) Women-owned small business concerns.

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

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

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

(10) Assurances that the offeror will (i) cooperate in any studies or surveys as may be required, (ii) submit periodic reports in order to allow the Government to determine the extent of compliance by the offeror with the subcontracting plan, (iii) submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with the instructions on the forms or as provided in agency regulations and in paragraph (j) of this clause; and (iv) ensure that its subcontractors agree to submit Standard Forms 294 and 295.

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

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

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

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

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

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

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

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

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

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

(A) Trade associations;

(B) Business development organizations; and

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

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

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

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

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

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

(1) Assist small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

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

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

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

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

(g)(1) If a commercial product is offered, the subcontracting plan required by this clause may relate to the offeror's production generally, for both commercial and noncommercial products, rather than solely to the Government contract. In these cases, the offeror shall, with the concurrence of the Contracting Officer, submit one company-wide or division-wide annual plan.

(2) The annual plan shall be reviewed for approval by the agency awarding the offeror its first prime contract requiring a subcontracting plan during the fiscal year, or by an agency satisfactory to the Contracting Officer.

(3) The approved plan shall remain in effect during the offeror's fiscal year for all of the offeror's commercial products.

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

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

(j) The Contractor shall submit the following reports:

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

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

Classification (SIC) Major Group. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant SIC Major Group and report all awards to that subcontractor under its predominant SIC Major Group.

(End of clause)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 1999)

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

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

(c) Definitions. As used in this contract (1) Small business concern means a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

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

(3) Small business concern owned and controlled by socially and economically disadvantaged individuals and small disadvantaged business concern mean a small business concern that represents, as part of its offer that--

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

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

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

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

(4) Small business concern owned and controlled by women means a small business concern--

(i) Which 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

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

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a HUBZone small business concern, a small business concern owned and controlled by socially and economically disadvantaged individuals, or a small business concern owned and controlled by women.

(End of clause)

52.215-13 SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

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

(1) Become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4; and

(2) Be limited to such modifications.

(b) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1 applies.

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

The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that exceeds the threshold for submission of cost or pricing data at FAR 15.403-4 on the date of agreement on price or the date of award, whichever is later.

52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

(a) This clause shall become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, except that this clause does not apply to any modification if an exception under FAR 15.403-1 applies.

(b) If any price, including profit or fee, negotiated in connection with any modification under this clause, or any cost reimbursable under this contract, was increased by any significant amount because (1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data, (2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data, or (3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this clause becomes operative under paragraph (a) of this clause.

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

(1) The actual subcontract; or

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

(d)(1) If the Contracting Officer determines under paragraph (b) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

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

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

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

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

(2)(i) Except as prohibited by subdivision (d)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if--

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

(B) The Contractor proves that the cost or pricing data were available before the ``as of'' date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

(ii) An offset shall not be allowed if--

(A) The understated data were known by the Contractor to be understated before the ``as of'' date specified on its Certificate of Current Cost or Pricing Data; or

(B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the ``as of'' date specified on its Certificate of Current Cost or Pricing Data.

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

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

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

52.215-2 AUDIT AND RECORDS--NEGOTIATION (JUN 1999)

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

(b) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

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

(1) The proposal for the contract, subcontract, or modification;

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

(3) Pricing of the contract, subcontract, or modification; or

(4) Performance of the contract, subcontract or modification.

(d) Comptroller General--(1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1) the effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.

(f) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition--

(1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and--

(1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;

(2) For which cost or pricing data are required; or

(3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

(End of clause)

52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (JUL 1995)

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

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

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

(1) The name of the subcontractor.

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

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

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

(End of clause)

52.204-4 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (JUN 1996)

(a) In accordance with Executive Order 12873, dated October 20, 1993, as amended by Executive Order 12995, dated March 25, 1996, the Offeror/Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed/copied double-sided on recycled paper that has at least 20 percent postconsumer material.

(b) The 20 percent standard applies to high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless

paper, file folders, white woven envelopes, and other uncoated printed and writing paper, such as writing and office paper, book paper, cotton fiber paper, and cover stock. An alternative to meeting the 20 percent postconsumer material standard is 50 percent recovered material content of certain industrial by-products.

52.204-2 SECURITY REQUIREMENTS (AUG 1996)

(a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."

(b) The Contractor shall comply with (1) the Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DOD 5220.22-M), and (2) any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, subsequent to the date of this contract, the securi- ty classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

(End of clause)

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)

(a) Definitions.

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

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

(1) The awarding of any Federal contract.

(2) The making of any Federal grant.

(3) The making of any Federal loan.

(4) The entering into of any cooperative agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

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

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

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

(i) Agency and legislative liaison by own employees.

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

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

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

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

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

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

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

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

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

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

(ii) Professional and technical services.

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

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

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

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

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

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

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

(c) Disclosure.

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

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

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

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

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

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

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

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

(e) Penalties.

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

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

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

(End of clause)

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

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

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

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

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

(3) For cost-plus-award-fee contracts--

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

(ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for

each award fee evaluation period or at each award fee determination point.

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

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

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

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

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

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

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of

any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold, from sums owed a subcontractor under the prime contract, the amount of any kickback. The Contracting Officer may order the monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

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

52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

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

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

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

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

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

(End of clause)

52.203-3 GRATUITIES (APR 1984)

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

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

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

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

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

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

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

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

(End of clause)

52.202-1 DEFINITIONS (OCT 1995) --ALTERNATE I (APR 1984)

(a) "Head of the agency" (also called "agency head") or "Secretary" means the Secretary (or Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, including any deputy or assistant chief official of the agency; and the term "authorized representative" means any person, persons, or board (other than the Contracting Officer) authorized to act for the head of the agency or Secretary.

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

(c) "Component" means any item supplied to the Federal Government as part of an end item or of another component.

(d) "Nondevelopmental item" means--

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

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

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

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

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

252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor --

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause; including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties--

(1) In all subcontracts under this contract, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for--

(i) Noncommercial items; or

(ii) Commercial items that--

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(End of clause)

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including--

(1) Cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and

(2) Information other than cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to----

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustment under an incentive provision of the contract.

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

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

252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

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

(End of clause)

252.236-7008 CONTRACT PRICES - BIDDING SCHEDULES. (DEC 1991)

(a) The Government's payment for the items listed in the Bidding Schedule shall constitute full compensation to the Contractor for --

(1) Furnishing all plant, labor, equipment, appliances, and materials; and

(2) Performing all operations required to complete the work in conformity with the drawings and specifications.

(b) The Contractor shall include in the prices for the items listed in the Bidding Schedule all costs for work in the specifications, whether or not specifically listed in the Bidding Schedule.

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

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

(b) The price breakdown --

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

(i) Material;

(ii) Labor;

(iii) Equipment;

(iv) Subcontracts; and

(v) Overhead; and

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

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

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

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

When the allowability of costs under this contract is determined in accordance with part 31 of the Federal Acquisition Regulation (FAR), allowability shall also be determined in accordance with part 231 of the Defense FAR Supplement, in effect on the date of this contract.

252.227-7033 RIGHTS IN SHOP DRAWINGS (APR 1966)

(a) Shop drawings for construction means drawings, submitted to the Government by the Construction Contractor, subcontractor or any lower-tier subcontractor pursuant to a construction contract, showing in detail (i) the proposed fabrication and assembly of structural elements and (ii) the installation (i.e., form, fit, and attachment details) of materials or equipment. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(b) This clause, including this paragraph (b), shall be included in all subcontracts hereunder at any tier.

252.227-7022 GOVERNMENT RIGHTS (UNLIMITED) (MAR 1979)

The Government shall have unlimited rights, in all drawings, designs, specifications, notes and other works developed in the performance of this contract, including the right to use same on any other Government design or construction without additional compensation to the Contractor. The Contractor hereby grants to the Government a paid-up license throughout the world to all such works to which he may assert or establish any claim under design patent or copyright laws. The Contractor for a period of three (3) years after completion of the project agrees to furnish the original or copies of all such works on the request of the Contracting Officer.

252.227-7023 DRAWINGS AND OTHER DATA TO BECOME PROPERTY OF GOVERNMENT. (MAR 1979)

All designs, drawings, specifications, notes and other works developed in the performance of this contract shall become the sole property of the Government and may be used on any other design or construction without additional compensation to the Contractor. The Government shall be considered the "person for whom the work was prepared" for the purpose of authorship in any copyrightable work under 17 U.S.C. 201(b). With respect thereto, the Contractor agrees not to assert or authorize others to assert any rights nor establish any claim under the design patent or copyright laws. The Contractor for a period of three (3) years after completion of the project agrees to furnish all retained works on the request of the Contracting Officer. Unless otherwise provided in this contract, the Contractor shall have the right to retain copies of all works beyond such period.

252.227-7000 Non-estoppel. (OCT 1966)

The Government reserves the right at any time to contest the enforceability, validity, scope of, or the title to any patent or patent application herein licensed without waiving or forfeiting any right under this contract.

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)

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

(1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

(2) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concerns, as determined under regulations of the President.

(b) Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

(End of clause)

252.225-7012 Preference for Certain Domestic Commodities. (MAY 1999)

(a) The Contractor agrees to deliver under this contract only such of the following articles that have been grown, reprocessed, reused, or produced in the United States, its possessions, or Puerto Rico --

(1) Food;

(2) Clothing;

(3) Tents, tarpaulins, or covers;

(4) Cotton and other natural fiber products;

(5) Woven silk or woven silk blends;

(6) Spun silk yarn for cartridge cloth;

(7) Synthetic fabric, and coated synthetic fabric, including all textile fibers and yarns that are for use in such fabrics;

(8) Canvas products;

(9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles); or

(10) Any item of individual equipment (Federal supply Classification 8465) manufactured from or containing such fibers, yarns, fabrics, or materials.

(b) This clause does not apply --

(1) To supplies listed in FAR section 25.108(d)(1), or other supplies for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;

(2) To foods which have been manufactured or processed in the United States, its possessions, or Puerto Rico;

(3) To chemical warfare protective clothing produced in the countries listed in subsection 225.872-1 of the Defense FAR Supplement; or

(4) To fibers and yarns that are for use in synthetic fabric or coated synthetic fabric (but does apply to the synthetic or coated synthetic fabric itself), if--

(i) The fabric is to be used as a component of an end item that is not a textile product. Examples of textile products, made in whole or in part of fabric, include--

(a) Draperies, floor coverings, furnishings, and bedding (Federal Supply Group 72, Household and Commercial Furnishings and Appliances);

(B) Items made in whole or in part of fabric in Federal Supply Group 83, Textile/leather/furs/apparel/ findings/tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and Insignia;

(C) Upholstered seats (whether for household, office, or other use); and

(D) Parachutes (Federal Supply Class 1670); or

(ii) The fibers and yarns are para-aramid fibers and yarns manufactured in the Netherlands.

(End of clause)

252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)

(a) "Definitions".

As used in this clause --

(1) "Storage" means a non-transitory, semi-permanent or permanent holding, placement, or leaving of material. It does not include a temporary accumulation of a limited quantity of a material used in or a waste generated or resulting from authorized activities, such as servicing, maintenance, or repair of Department of Defense (DoD) items, equipment, or facilities.

(2) "Toxic or hazardous materials" means:

(i) Materials referred to in section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980 (42 U.S.C. 9601(14)) and materials designated under section 102 of CERCLA (42 U.S.C. 9602) (40 CFR part 302);

(ii) Materials that are of an explosive, flammable, or pyrotechnic nature; or

(iii) Materials otherwise identified by the Secretary of Defense as specified in DoD regulations.

(b) In accordance with 10 U.S.C. 2692, the Contractor is prohibited from storing or disposing of non-DoD-owned toxic or hazardous materials on a DoD installation, except to the extent authorized by a statutory exception to 10 U.S.C. 2692 or as authorized by the Secretary of Defense or his designee.

(End of clause)

252.223-7004 DRUG-FREE WORK FORCE (SEP 1988)

(a) Definitions.

(1) "Employee in a sensitive position," as used in this clause, means an employee who has been granted access to classified information; or employees in other positions that the Contractor determines involve national security; health or safety, or functions other than the foregoing requiring a high degree of trust and confidence.

(2) "Illegal drugs," as used in this clause, means controlled substances included in Schedules I and II, as defined by section 802(6) of title 21 of the United States Code, the possession of which is unlawful under chapter 13 of that Title. The term "illegal drugs" does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law.

(b) The Contractor agrees to institute and maintain a program for achieving the objective of a drug-free work force. While this clause defines criteria for such a program, contractors are encouraged to implement alternative approaches comparable to the criteria in paragraph (c) that are designed to achieve the objectives of this clause.

(c) Contractor programs shall include the following, or appropriate alternatives:

(1) Employee assistance programs emphasizing high level direction, education, counseling, rehabilitation, and coordination with available community resources;

(2) Supervisory training to assist in identifying and addressing illegal drug use by Contractor employees;

(3) Provision for self-referrals as well as supervisory referrals to treatment with maximum respect for individual confidentiality consistent with safety and security issues;

(4) Provision for identifying illegal drug users, including testing on a controlled and carefully monitored basis. Employee drug testing programs shall be established taking account of the following:

(i) The Contractor shall establish a program that provides for testing for the use of illegal drugs by employees in sensitive positions. The extent of and criteria for such testing shall be determined by the Contractor based on considerations that include the nature of the work being performed under the contract, the employee's duties, and efficient use of Contractor resources, and

the risks to health, safety, or national security that could result from the failure of an employee adequately to discharge his or her position.

(ii) In addition, the Contractor may establish a program for employee drug testing--

(A) When there is a reasonable suspicion that an employee uses illegal drugs; or

(B) When an employees has been involved in an accident or unsafe practice;

(C) As part of or as a follow-up to counseling or rehabilitation for illegal drug use;

(D) As part of a voluntary employee drug testing program.

(iii) The Contractor may establish a program to test applicants for employment for illegal drug use.

(iv) For the purpose of administering this clause, testing for illegal drugs may be limited to those substances for which testing is prescribed by section 2..1 of subpart B of the "Mandatory Guidelines for Federal Workplace Drug Testing Programs" (53 FR 11980 (April 11, 1988), issued by the Department of Health and Human Services.

(d) Contractors shall adopt appropriate personnel procedures to deal with employees who are found to be using drugs illegally. Contractors shall not allow any employee to remain on duty or perform in a sensitive position who is found to use illegal drugs until such times as the Contractor, in accordance with procedures established by the Contractor, determines that the employee may perform in such a position.

(e) The provisions of this clause pertaining to drug testing program shall not apply to the extent that are inconsistent with state or local law, or with an existing collective bargaining agreement; provided that with respect to the latter, the Contractor agrees those issues that are in conflict will be a subject of negotiation at the next collective bargaining session.

(End of clause)

252.219-7003 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (APR. 1996)

This clause supplements the Federal Acquisition Regulation 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, clause of this contract.

(a) *Definitions. Historically black colleges and universities,* as used in this clause, means institutions determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institutions, as used in this clause, means institutions meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)). The term also includes Hispanic-serving institutions as defined in section 316(b)(1) of such Act (20 U.S.C. 1059c(b)(1)).

(b) Except for company or division-wide commercial items subcontracting plans, the term *small disadvantaged business*, when used in the FAR 52.219-9 clause, includes historically black colleges and universities and minority institutions, in addition to small disadvantaged business concerns.

(c) Work under the contract or its subcontracts shall be credited toward meeting the small disadvantaged business concern goal required by paragraph (d) of the FAR 52.219-9 clause when:

(1) It is performed on Indian lands or in joint venture with an Indian tribe or a tribally-owned corporation, and

(2) It meets the requirements of 10 U.S.C. 2323a.

(d) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C. 46-48), may be counted toward the Contractor's small business subcontracting goal.

(e) A mentor firm, under the Pilot Mentor-Protege Program established under Section 831 of Pub. L. 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded--

(f) The master plan approval referred to in paragraph (f) of the FAR 52.219-9 clause is approval by the Contractor's cognizant contract administration activity.

(g) In those subcontracting plans which specifically identify small, small disadvantaged, and women-owned small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small, small disadvantaged, or women-owned small businesses for the firms listed in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

(End of clause)

252.209-7000 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ONSITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995)

(a) The Contractor shall not deny consideration for a subcontract award under this contract to a potential subcontractor subject to on-site inspection under the INF Treaty, or a similar treaty, solely or in part because of the actual or potential presence of Soviet inspectors at the subcontractor's facility, unless the decision is approved by the Contracting Officer.

(b) The Contractor shall incorporate this clause, including this paragraph (b), in all solicitations and contracts exceeding the simplified acquisition threshold in part 13 of the Federal Acquisition Regulation, except those for commercial items.

252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)

(a) Definition.

"Cooperative agreement holder" means a State or local government; a private, nonprofit organization; a tribal organization (as defined in section 4(c) of the Indian Self-Determination and Education Assistance Act (Pub. L. 93-268; 25 U.S.C. 450 (c))); or an economic enterprise (as defined in section 3(e) of the Indian Financing Act of 1974 (Pub. L. 93-362; 25 U.S.C. 1452(e))) whether such economic enterprise is organized for profit or nonprofit purposes; which has an agreement with the Defense Logistics Agency to furnish procurement technical assistance to business entities.

(b) The Contractor shall provide cooperative agreement holders, upon their request, with a list of those appropriate employees or offices responsible for entering into subcontracts under defense contracts. The list shall include the business address, telephone number, and area of responsibility of each employee or office.

(c) The Contractor need not provide the listing to a particular cooperative agreement holder more frequently than once a year.

(End of clause)

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the contractor.

(End of clause)

252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless--

(1) The Contracting Officer has given prior written approval; or

(2) The information is otherwise in the public domain before the date of release.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

(End of clause)

252.203-7002 DISPLAY OF DOD HOTLINE POSTER (DEC 1991)

(a) The Contractor shall display prominently in common work areas within business segments performing work under Department of Defense (DoD) contracts, DoD Hotline Posters prepared by the DoD Office of the Inspector General.

(b) DoD Hotline Posters may be obtained from the DoD Inspector General, ATTN: Defense Hotline, 400 Army Navy Drive, Washington, DC 22202-2884.

(c) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(End of clause)

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (MAR 1999)

(a) Definitions. As used in this clause—

(1) "Arising out of a contract with the DoD" means any act in connection with—

(i) Attempting to obtain;

(ii) Obtaining, or

(iii) Performing a contract or first-tier subcontract of any agency, department, or component of the Department of Defense (DoD).

(2) "Conviction of fraud or any other felony" means any conviction for fraud or a felony in violation of state or Federal criminal statutes, whether entered on a verdict or plea, including a plea of *nolo contendere*, for which sentence has been imposed.

(3) "Date of conviction" means the date judgment was entered against the individual.

(b) Any individual who is convicted after September 29, 1988, of fraud or any other felony arising out of a contract with the DoD is prohibited from serving--

(1) In a management or supervisory capacity on any DoD contract or first-tier subcontract;

(2) On the board of directors of any DoD contractor or first-tier subcontractor;

(3) As a consultant, agent, or representative for any DoD contractor or first-tier subcontractor; or

(4) In any other capacity with the authority to influence, advise, or control the decisions of any DoD contractor or subcontractor with regard to any DoD contract or first-tier subcontract.

(c) Unless waived, the prohibition in paragraph (b) of this clause applies for not less than 5 years from the date of conviction.

(d) 10 U.S.C. 2408 provides that a defense contractor or first-tier subcontractor shall be subject to a criminal penalty of not more than $500,000 if convicted of knowingly—

(1) Employing a person under a prohibition specified in paragraph (b) of this clause; or

(2) Allowing such a person to serve on the board of directors of the contractor or first-tier subcontractor.

(e) In addition to the criminal penalties contained in 10 U.S.C. 2408, the Government may consider other available remedies, such as—

(1) Suspension or debarment;

(2) Cancellation of the contract at no cost to the Government; or

(3) Termination of the contract for default.

(f) The Contractor may submit written requests for waiver of the prohibition in paragraph (b) of this clause to the Contracting Officer. Requests shall clearly identify—

(1) The person involved;

(2) The nature of the conviction and resultant sentence or punishment imposed;

(3) The reasons for the requested waiver; and

(4) An explanation of why a waiver is in the interest of national security.

(g) The Contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial items or components.

(h) Pursuant to 10 U.S.C. 2408(c), defense contractors and subcontractors may obtain information as to whether a particular person has been convicted of fraud or any other felony arising out of a contract with the DoD by contacting The Office of Justice Programs, The Denial of Federal Benefits Office, U.S. Department of Justice, telephone (202) 616-3507.

(End of clause)

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

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

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

(End of clause)

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CLAUSES INCORPORATED BY FULL TEXT

52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by," or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown," as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed".

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements, and (2) the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor.

52.236-16 QUANTITY SURVEYS (APR 1984)

(a) Quantity surveys shall be conducted, and the data derived from these surveys shall be used in computing the quantities of work performed and the actual construction completed and in place.

(b) The Government shall conduct the original and final surveys and make the computations based on them. The Contractor shall conduct the surveys for any periods for which progress payments are requested and shall make the computations based on these surveys. All surveys conducted by the Contractor shall be conducted under the direction of a representative of the Contracting

Officer, unless the Contracting Officer waives this requirement in a specific instance.

(c) Promptly upon completing a survey, the Contractor shall furnish the originals of all field notes and all other records relating to the survey or to the layout of the work to the Contracting Officer, who shall use them as necessary to determine the amount of progress payments. The Contractor shall retain copies of all such material furnished to the Contracting Officer.

52.236-4 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by .N/A .

(b) Weather conditions the contractor shall satisfy himself as to the hazards likely to arise from weather conditions.

(c) Transportation facilities the contractor shall make his own investigation of the conditions of existing public and private roads and clearances, restrictions, bridge load limits and other limitations affecting transportation and ingress and egress at the job site. The unavailability of transportation facilities or limitations thereof shall not become a basis for claims against the Government or extensions of time for completion of the work.

(d) N/A.

52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least twenty (20%) percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term ``EFT'' refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Contractor EFT arrangements. If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the

payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(f) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(g) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(h) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(i) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(j) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

52.228-15 Performance and Payment Bonds--Construction (SEP 1996)-

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

Contract price means the award price of the contract or, for requirements contracts, the price payable for the estimated quantity; or for indefinite-delivery type contracts, the price payable for the specified minimum quantity.

(b) Unless the resulting contract price is $100,000 or less, the successful offeror shall be required to furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance Bonds (Standard Form 25): (i) The penal amount of performance bonds shall be 100 percent of the original contract price.

(ii) The Government may require additional performance bond protection when the contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price.

(iii) The Government may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(2) Payment Bonds (Standard Form 25-A):

(i) The penal amount of payment bonds shall equal--

(A) 50 percent of the contract price if the contract price is not more than $1 million;

(B) 40 percent of the contract price if the contract price is more than $1 million but not more than $5 million; or

(C) $2.5 million if the contract price is more than $5 million.

(ii) If the original contract price is $5 million or less, the Government may require additional protection if the contract price is increased. The penal amount of the total protection shall meet the requirement of subparagraph (b)(2)(i) of this clause.

(iii) The Government may secure additional protection by directing the Contractor to increase the penal sum of the existing bond or to obtain an additional bond.

(c) The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register, or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, NW., 2nd Floor, West Wing, Washington, DC 20227.

52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999)

(a) ``Irrevocable letter of credit" (ILC), as used in this clause, means a written commitment by a federally insured financial institution to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Government (the beneficiary) of a written demand therefor. Neither the financial institution nor the offeror/Contractor can revoke or condition the letter of credit.

(b) If the offeror intends to use an ILC in lieu of a bid bond, or to secure other types of bonds such as performance and payment bonds, the letter of credit and letter of confirmation formats in paragraphs (e) and (f) of this clause shall be used.

(c) The letter of credit shall be irrevocable, shall require presentation of no document other than a written demand and the ILC (including confirming letter, if any), shall be issued/confirmed by an acceptable federally insured financial institution as provided in paragraph (d) of this clause, and--

(1) If used as a bid guarantee, the ILC shall expire no earlier than 60 days after the close of the bid acceptance period;

(2) If used as an alternative to corporate or individual sureties as security for a performance or payment bond, the offeror/Contractor may submit an ILC with an initial expiration date estimated to cover the entire period for which financial security is required or may submit an ILC with an initial expiration date that is a minimum period of one year from the date of issuance. The ILC shall provide that, unless the issuer provides the beneficiary written notice of non-renewal at least 60 days in advance of the current expiration date, the ILC is automatically extended without amendment for one year from the expiration date, or any future expiration date, until the period of required coverage is completed and the Contracting Officer provides the financial institution with a written statement waiving the right to payment. The period of required coverage shall be:

(i) For contracts subject to the Miller Act, the later of--

(A) One year following the expected date of final payment;

(B) For performance bonds only, until completion of any warranty period; or

(C) For payment bonds only, until resolution of all claims filed against the payment bond during the one-year period following final payment.

(ii) For contracts not subject to the Miller Act, the later of--

(A) 90 days following final payment; or

(B) For performance bonds only, until completion of any warranty period.

(d) Only federally insured financial institutions rated investment grade or higher shall issue or confirm the ILC. The offeror/Contractor shall provide the Contracting Officer a credit rating that indicates the financial institution has the required rating(s) as of the date of issuance of the ILC. Unless the financial institution issuing the ILC had letter of credit business of less than $25 million in the past year, ILCs over $5 million must be confirmed by another acceptable financial institution that had letter of credit business of less than $25 million in the past year.

(e) The following format shall be used by the issuing financial institution to create an ILC:

_____

[Issuing Financial Institution's Letterhead or Name and Address]

Issue Date _____

IRREVOCABLE LETTER OF CREDIT NO. _____

Account party's name _____

Account party's address _____

For Solicitation No. _____(for reference only)

TO: [U.S. Government agency]

[U.S. Government agency's address]

1. We hereby establish this irrevocable and transferable Letter of Credit in your favor for one or more drawings up to United States $_____. This Letter of Credit is payable at [issuing financial institution's and, if any, confirming financial institution's] office at [issuing financial institution's address and, if any, confirming financial institution's address] and expires with our close of business on _____, or any automatically extended expiration date.

2. We hereby undertake to honor your or the transferee's sight draft(s) drawn on the issuing or, if any, the confirming financial institution, for all or any part of this credit if presented with this Letter of Credit and confirmation, if any, at the office specified in paragraph 1 of this Letter of Credit on or before the expiration date or any automatically extended expiration date.

3. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for one year from the expiration date hereof, or any future expiration date, unless at least 60 days prior to any expiration date, we notify you or the transferee by registered mail, or other receipted means of delivery, that we elect not to consider this Letter of Credit renewed for any such additional period. At the time we notify you, we also agree to notify the account party (and confirming financial institution, if any) by the same means of delivery.

4. This Letter of Credit is transferable. Transfers and assignments of proceeds are to be effected without charge to either the beneficiary or the transferee/assignee of proceeds. Such transfer or assignment shall be only at the written direction of the Government (the beneficiary) in a form satisfactory to the issuing financial institution and the confirming financial institution, if any.

5. This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ [state of confirming financial institution, if any, otherwise state of issuing financial institution].

6. If this credit expires during an interruption of business of this financial institution as described in Article 17 of the UCP, the financial institution specifically agrees to effect payment if this credit is drawn against within 30 days after the resumption of our

business.

Sincerely,

_____

[Issuing financial institution]

(f) The following format shall be used by the financial institution to confirm an ILC:

_____
[Confirming Financial Institution's Letterhead or Name and Address]

(Date) _____

Our Letter of Credit Advice Number _____

Beneficiary: _____ [U.S. Government agency]

Issuing Financial Institution: _____

Issuing Financial Institution's LC No.: _____

Gentlemen:

1. We hereby confirm the above indicated Letter of Credit, the original of which is attached, issued by _____ [name of issuing financial institution] for drawings of up to United States dollars _____/U.S. $_____ and expiring with our close of business on _____ [the expiration date], or any automatically extended expiration date.

2. Draft(s) drawn under the Letter of Credit and this Confirmation are payable at our office located at _____.

3. We hereby undertake to honor sight draft(s) drawn under and presented with the Letter of Credit and this Confirmation at our offices as specified herein.

4. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this confirmation that it be deemed automatically extended without amendment for one year from the expiration date hereof, or any automatically extended expiration date, unless:

(a) At least 60 days prior to any such expiration date, we shall notify the Contracting Officer, or the transferee and the issuing financial institution, by registered mail or other receipted means of delivery, that we elect not to consider this confirmation extended for any such additional period; or

(b) The issuing financial institution shall have exercised its right to notify you or the transferee, the account party, and ourselves, of its election not to extend the expiration date of the Letter of Credit.

5. This confirmation is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ [state of confirming financial institution].

6. If this confirmation expires during an interruption of business of this financial institution as described in Article 17 of the UCP, we specifically agree to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

_____

[Confirming financial institution]

(g) The following format shall be used by the Contracting Officer for a sight draft to draw on the Letter of Credit:

SIGHT DRAFT

_____

[City, State]

(Date) _____

[Name and address of financial institution]

Pay to the order of _____ [Beneficiary Agency] _____ the sum of United States $_____. This draft is drawn under Irrevocable Letter of Credit No. _____.

_____

[Beneficiary Agency]

By: _____

(End of clause)

52.228-13 ALTERNATIVE PAYMENT PROTECTIONS (OCT 1997)

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

Payment Bonds

(b) The amount of the payment protection shall be 50 percent of the contract price.

(c) The submission of the payment protection is required within TBD PER TASK ORDER days of contract award.

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

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

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

52.228-12 Prospective Subcontractor Requests for Bonds. (OCT 1995)

In accordance with Section 806(a)(3) of Pub. L. 102-190, as amended by Sections 2091 and 8105 of Pub. L. 103-355, upon the request of a prospective subcontractor or supplier offering to furnish labor or material for the performance of this contract for which a payment bond has been furnished to the Government pursuant to the Miller Act, the Contractor shall promptly provide a copy of such payment bond to the requester.

52.216-27 SINGLE OR MULTIPLE AWARDS. (OCT 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the last completion date of any Task Orders issued against this contract by the Contracting Officer. The contract duration is 60 months or not to exceed amount of $29,850,000.00 whichever occurs first. [insert date].

(End of clause)

52.216-19 Order Limitations. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $100,000.00 (insert dollar figure or quantity), the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of $5,000,000.00 (insert dollar figure or quantity);

(2) Any order for a combination of items in excess of $5,000,000.00 (insert dollar figure or quantity); or

(3) A series of orders from the same ordering office within 0ne days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through contract performance period. [insert dates].

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

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

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

(End of provision)

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

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

(End of provision)

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (APR 1984)

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay to the Government as liquidated damages, the sum of (this amount will be determined per each Task Order that is issued) [Contracting Officer insert amount] for each day of delay.

(b) If the Government terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the Government in completing the work.

(c) If the Government does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

(End of clause)

BRS Document Viewer
General Decision Number CA000028

General Decision Number CA000028
Superseded General Decision No. CA990028
State: California Construction Type:
RESIDENTIAL
County(ies):

IMPERIAL	ORANGE	SAN LUIS OBISPO
KERN	RIVERSIDE	SANTA BARBARA
LOS ANGELES	SAN BERNARDINO	VENTURA

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	02/11/2000
1	03/31/2000
2	04/14/2000
3	04/28/2000
4	05/05/2000

COUNTY(ies):

IMPERIAL	ORANGE	SAN LUIS OBISPO
KERN	RIVERSIDE	SANTA BARBARA
LOS ANGELES	SAN BERNARDINO	VENTURA

ASBE0005C 04/01/1999

	Rates	Fringes
INSULATOR/ASBESTOS WORKER Includes the application of all insulating materials, protective coverings, coatings, and finishings to all types of mechanical systems	29.21	7.65

ASBE0208C 06/01/1996

	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	19.70	4.81

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* BRCA0004A 05/01/2000

	Rates	Fringes
KERN, LOS ANGELES, VENTURA COUNTIES: BRICKLAYER; MARBLE SETTER	28.00	6.35

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* BRCA0004E 05/01/2000

	Rates	Fringes
RIVERSIDE AND SAN BERNARDO COUNTIES: BRICKLAYER; MARBLE SETTER	26.22	5.85

BRCA0004F 11/01/1999

	Rates	Fringes
IMPERIAL COUNTY:		

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BRICKLAYER; MARBLE SETTER             27.50           6.45
-----------------------------------------------------------------
 * BRCA0004Q  05/01/2000
                                    Rates           Fringes
SAN LUIS OBISPO AND SANTA BARBARA COUNTIES:
BRICKLAYER                            26905           5.10
-----------------------------------------------------------------
 BRCA0004Y  11/01/1993
                                    Rates           Fringes
KERN COUNTY:
TILE SETTER:
  Edwards Air Force Base; and Naval
 Air Weapons Station, China Lake   20.65           3.40
  Remainder of County                 17.65           3.40
-----------------------------------------------------------------
 BRCA0018A  10/01/1999
                                    Rates           Fringes
LOS ANGELES, ORANGE, AND VENTURA COUNTIES:
TILE SETTER                           24.49           5.57
-----------------------------------------------------------------
 BRCA0018B  06/01/1999
                                    Rates           Fringes
RIVERSIDE AND SAN BERNARDINO COUNTIES:
TILE SETTER                           24.49           5.57
-----------------------------------------------------------------
 BRCA0018C  08/01/1999
                                    Rates           Fringes
SANTA BARBARA AND SAN LUIS OBISPO COUNTIES:
TILE SETTER                            21.50          6.47
-----------------------------------------------------------------
 BRCA0018D  06/01/1998
                                    Rates           Fringes
IMPERIAL COUNTY:
TILE SETTER                           20.00           2.60
MARBLE AND TILE FINISHER              12.00           2.60
-----------------------------------------------------------------
 BRCA0018L  06/01/1999
                                    Rates           Fringes
TERRAZZO WORKER                       25.78           5.05
TERRAZZO FINISHER                     19.83           5.05
-----------------------------------------------------------------
 CARP0002F  07/01/1999
                                    Rates           Fringes
DRYWALL INSTALLER/LATHER:
  Work on wood-framed single family
 homes, and wood-framed apartment
 buildings up to and including 4
 stories                           19.00           6.33
  All other work                      25.75           6.33
DRYWALL STOCKER/SCRAPPER              10.00           5.32
-----------------------------------------------------------------
 * CARP0002J  07/01/1999
                                    Rates           Fringes
CARPENTERS:
  Work on wood frame single family
 homes and apartments up to and
 including 4 stories:
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Framer & finish carpenter	18.79	6.33
Insulation installer	16.45	6.33
Shingler	16.42	6.33
Roof loader of shingles	11.49	6.33
Carpenter performing "on grade slab" concrete work	18.17	6.33
Fence builder	18.15	6.33
Cabinet installer	18.09	6.33
Subterranean garage concrete construction	18.17	6.33

CARP0003K 07/01/1999

	Rates	Fringes
MODULAR FURNITURE INSTALLER	13.08	3.98
LOW WALL MODULAR TECHNICIAN	17.80	3.98
FULL WALL TECHNICIAN	21.88	3.98

ELEC0011E 02/01/1999

	Rates	Fringes
LOS ANGELES COUNTY:		
ELECTRICIAN (does not include fire alarm, hold-up alarm, burglar alarm and surveillance systems)	16.15	3% + 4.51

ELEC0011K 12/01/1998

	Rates	Fringes
LOS ANGELES COUNTY:		
COMMUNICATIONS AND SYSTEMS WORK: (does not include any work on intelligent transportation systems or CCTV highway systems):		
COMMUNICATIONS & SYSTEMS:		
Installer	19.43	3% + 3.70
Technician	21.18	3% + 3.70
Sound technician	22.18	3% + 3.70

SCOPE OF WORK:
Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, fire alarm (see last paragraph below, and see wage data group ELEC0011O in this wage decision) and low voltage master clock systems in commercial buildings.
Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems.

ELEC0011L 01/01/1997

	Rates	Fringes

RIVERSIDE AND SANTA BARBARA COUNTIES:
COMMUNICATIONS AND SYSTEMS WORK:
COMMUNICATIONS & SYSTEMS:

Installer	18.03	3% + 3.50
Technician	19.78	3% + 3.50

SCOPE OF WORK:
Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, microwave transmission, multi-media, multiplex, nurse call systems, radio page, burglar alarms and fire alarm (see last paragraph below).
Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems.
Fire alarm work shall be performed at the current inside wireman total cost package.
SANTA BARBARA COUNTY: Work performed at Point Arguello or Vandenberg Air Force Base to be performed by the electrician.

ELEC0011M 12/01/1992

	Rates	Fringes
KERN COUNTY:		
COMMUNICATIONS AND SYSTEMS WORK:		
(does not include any work on intelligent transportation systems or CCTV highway systems):		
COMMUNICATIONS & SYSTEMS:		
Installer	16.15	3% + 3.40
Technician	17.90	3% + 3.40

SCOPE OF WORK:
Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, fire alarm (see last paragraph below).
Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems.
Does not cover work performed at China Lake Naval Ordnance Test Station, Edwards Air Force Base or Elk Hills Naval Petroleum Reserve.
Fire alarm work shall be performed at the current inside

electrician total cost package.

ELEC0011N 12/01/1992

	Rates	Fringes
ORANGE COUNTY:		
COMMUNICATIONS AND SYSTEMS WORK:		
COMMUNICATIONS & SYSTEMS:		
Installer	16.15	3% + 3.40
Technician	17.90	3% + 3.40
Alarm technician (duties limited to pulling wire to and terminating devices; not to install devices that interface with other contractors (mounting waterflow, duct detectors, dampers or connecting control panels))	13.93	3% + 3.40

SCOPE OF WORK:

Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, microwave transmission, multi-media, multiplex, nurse call systems, radio page, burglar alarms and fire alarm (see last paragraph below).

Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems.

ELEC0011O 09/01/1998

	Rates	Fringes
LOS ANGELES COUNTY:		
ALARM TECHNICIAN	17.60	3%

PAID HOLIDAYS:

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, the last regularly scheduled working day before Christmas, Christmas Day, and two floating holidays by mutual agreement between the employer and the worker.

SCOPE OF WORK:

Fire alarm, hold-up alarm, burglar alarm and surveillance systems. Does not cover the installation of conduit systems and/or the installation of line voltage to these aforesaid systems. Installation of an incidental run or runs of conduit for mechanical protection shall not be considered a conduit system.

ELEC0011Q 12/01/1992

	Rates	Fringes
SAN LUIS OBISPO COUNTY:		
COMMUNICATIONS AND SYSTEMS WORK:		
COMMUNICATIONS & SYSTEMS:		
Installer	16.15	3% + 3.40

Technician	17.90	3% + 3.40

SCOPE OF WORK:
Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, microwave transmission, multi-media, multiplex, nurse call systems, radio page, burglar alarms and fire alarm (see last paragraph below).
Communication systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems.
Fire alarm work shall be performed at the current inside electrician total cost package.

ELEC0011R 12/01/1992

	Rates	Fringes
SAN BERNARDINO COUNTY:		
COMMUNICATIONS AND SYSTEMS WORK:		
COMMUNICATIONS & SYSTEMS:		
Installer	16.63	3% + 2.75
Technician	18.38	3% + 2.75

SCOPE OF WORK:
Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, microwave transmission, multi-media, multiplex, nurse call systems, radio page, burglar alarms and fire alarm (see last paragraph below).
Communication systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems.
Does not cover work performed at China Lake Naval Ordnance Test Station.
Fire alarm work shall be performed at the current inside electrician total cost package.

ELEC0011Z 12/01/1992

	Rates	Fringes
VENTURA COUNTY:		
COMMUNICATIONS AND SYSTEMS WORK:		
COMMUNICATIONS & SYSTEMS:		
Installer	16.15	3% + 3.40
Technician	17.90	3% + 3.40

SCOPE OF WORK:
Installation, testing, service and maintenance of systems

utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, microwave transmission, multi-media, multiplex, nurse call systems, radio page, burglar alarms and fire alarm (see last paragraph below).

Communication systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems.

Fire alarm work shall be performed at the current inside electrician total cost package.

ELEC0413B 06/01/1999

	Rates	Fringes
SANTA BARBARA COUNTY:		
ELECTRICIANS:		
Vandenberg Air Force Base	20.25	3% + 5.65
Remainder of county	16.50	3% + 5.65

ELEC0428C 06/01/1998

	Rates	Fringes
KERN COUNTY:		
ELECTRICIANS:		
China Lake Naval Weapons Center and Edwards Air Force Base:		
Work on single family homes and apartments up to and including 3 stories	14.75	4% + 2.75
Work on 4 story apartment buildings:		
Electrician	27.34	5.37%+6.30
Cable splicer; Heliarc welder	29.60	5.37%+6.30
Remainder of Kern County:		
Work on single family homes and apartments up to and including 3 stories	13.75	4% + 2.75
Work on 4 story apartment buildings:		
Electrician	22.59	5.37%+6.30
Cable splicer; Heliarc welder	24.85	5.37%+6.30

ELEC0440D 01/01/1995

	Rates	Fringes
RIVERSIDE COUNTY:		
ELECTRICIAN	14.50	3% + 3.16

ELEC0441B 12/01/1994

	Rates	Fringes
ORANGE COUNTY:		
ELECTRICIAN	16.05	3% + 2.05

ELEC0441C 12/01/1999

	Rates	Fringes
ORANGE COUNTY:		
LIGHTING RETROFIT ELECTRICIAN	20.27	3% + 6.60
OUTDOOR LIGHTING TECHNICIAN	18.62	3% + 5.35

FOOTNOTES:

Re-ballasting: $.95 per hour additional.

High time:

Work 40' to 70' from the ground or supporting structures (such as trusses, stacks, towers, tanks, bosun's chairs, swinging, standing or rolling scaffolding, silos, and open platforms) which are not securely safeguarded, and the worker is at risk of a direct fall, or where the worker has to work 40' to 70' from the ground on a ladder or other type of support on a platform, which is within 5' of an unprotected direct fall opening: one and one-half times the regular straight time rate of pay.

Work 70' or more from the ground or supporting structures as above: three times the regular straight time rate of pay.

ELEC0477C 12/01/1998

	Rates	Fringes
SAN BERNARDINO COUNTY:		
ELECTRICIAN	16.00	3% + 4.95

ELEC0569C 07/01/1999

	Rates	Fringes
IMPERIAL COUNTY:		
ELECTRICIANS:		
Sound work on single family homes and apartments up to and including 4 stories:		
Sound technician	19.38	3% + 4.74
Telephone interconnect technician	15.99	3% + 4.74
Sound person	14.54	3% + 4.32
All other electrical work on single family homes and apartments up to and including 3 stories	14.61	3% + 2.77
All other electrical work on 4-story apartment buildings:		
Electrical subcontracts over $500,000:		
Electrician	27.21	3% + 6.47
Cable splicer	27.96	3% + 6.47
Electrical subcontracts of $500,000 or less:		
Electrician	24.21	3% + 6.47
Cable splicer	24.96	3% + 6.47

SCOPE OF WORK:

SOUND 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.
SOUND TECHNICIAN: Terminating, operating and performing final check-out
SOUND PERSON: Wirepulling, splicing, assembling and installing devices

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ELEC0639B 12/01/1998

	Rates	Fringes
SAN LUIS OBISPO COUNTY:		
ELECTRICIAN	16.25	3% + 5.55

FOOTNOTES:
Work from trusses, swinging scaffolds, open ladders, scaffolds, bosun chairs, stacks or towers, where subject to a direct fall from the ground floor or support structure from a distance of fifty (50) feet to ninety (90) feet: to be paid time and one-half.
Work from trusses, swinging scaffolds, open ladders, scaffolds, bosun chairs, stacks or towers, where subject to a direct fall from the ground floor or support structure from a distance over ninety (90) feet: to be paid double the regular straight time rate of pay.

ELEC0952C 04/01/2000

	Rates	Fringes
VENTURA COUNTY:		
ELECTRICIANS:		
Area within 32 road miles from the nearest basing point:		
Electrician	29.10	3% + 8.35
Cable splicer	32.01	3% + 8.35
Remainder of Ventura County:		
Electrician	34.10	3% + 8.35
Cable splicer	37.01	3% + 8.35

FOOTNOTE:
Basing points: the main Post Office in the cities of Camarillo, Oak View, Oxnard, Santa Paula and Ventura.

ELEV0008D 08/01/1999

	Rates	Fringes
KERN AND SAN LUIS OBISPO COUNTIES:		
ELEVATOR MECHANIC	40.955	6.935

FOOTNOTE:
Vacation Pay: 8% with 5 or more years of service, 6% for 6 months to 5 years service. Paid Holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Friday after, and Christmas Day.

ELEV0018D 09/15/1999

	Rates	Fringes
IMPERIAL, LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO, SANTA BARBARA AND VENTURA COUNTIES:		
ELEVATOR MECHANIC	31.915	6.985

FOOTNOTE:

Employer contributes 8% basic hourly rate for over 5 years service and 6% basic hourly rate for 6 months to 5 years service as Vacation Pay Credit. Seven Paid Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Friday after Thanksgiving; Christmas Day.

ENGI0012A 07/01/1999

	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
GROUP 1	25.80	10.35
GROUP 2	26.58	10.35
GROUP 3	26.87	10.35
GROUP 4	27.51	10.35
GROUP 5	28.61	10.35
GROUP 6	27.73	10.35
GROUP 7	27.84	10.35
GROUP 8	28.94	10.35
GROUP 9	27.96	10.35
GROUP 10	29.06	10.35
GROUP 11	28.13	10.35
GROUP 12	28.23	10.35
GROUP 13	28.26	10.35
GROUP 14	28.34	10.35
GROUP 15	28.46	10.35
GROUP 16	28.63	10.35
GROUP 17	28.73	10.35
GROUP 18	28.84	10.35
GROUP 19	28.96	10.35
GROUP 20	29.13	10.35
GROUP 21	29.23	10.35
GROUP 22	29.34	10.35
GROUP 23	29.46	10.35
GROUP 24	29.63	10.35
CRANES, PILEDRIVING & HOISTING EQUIPMENT:		
GROUP 1	26.30	10.35
GROUP 2	27.08	10.35
GROUP 3	27.37	10.35
GROUP 4	27.51	10.35
GROUP 5	27.73	10.35
GROUP 6	27.84	10.35
GROUP 7	27.96	10.35
GROUP 8	28.13	10.35
GROUP 9	28.30	10.35
GROUP 10	29.30	10.35
GROUP 11	30.30	10.35
GROUP 12	31.30	10.35
GROUP 13	32.30	10.35

FOOTNOTES:

Work at Point Arguello and Vandenburg Air Force Base: $3.00 per hour additional.

Workers required to suit up and work in a hazardous material

environment: $1.00 per hour additional.

Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Barge, brake, compressor operator, Ditch Witch, with seat or similar type equipment, elevator operator - inside, engineer oiler, generator operator, generator, pump or compressor plant operator, pump operator, signal, switch

GROUP 2: Asphalt-rubber plant operator (nurse tank operator), concrete mixer operator - skip type, conveyor operator, fire person, hydrostatic pump operator, oiler crusher (asphalt or concrete plant), skiploader (wheel type up to 3/4 yd. without attachment), tar pot fire person, temporary heating plant operator, trenching machine oiler

GROUP 3: Asphalt-rubber blend operator, equipment greaser (rack), Ford Ferguson (with dragtype attachments), helicopter radio (ground), stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fire person, backhoe operator (mini-max or similar type), boring machine operator, box or mixer (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 signal, hydra-hammer-aero stomper, power concrete curing machine operator, power concrete saw operator, power-driven jumbo form setter operator, power sweeper operator, roller operator (compacting), screed operator (asphalt or concrete), trenching machine operator (up to 6 ft.)

GROUP 5: Equipment greaser (grease truck/multi-shift)

GROUP 6: Asphalt plant engineer, batch plant operator, bit sharpener, concrete joint machine operator (canal and similar type), concrete planer operator, deck engine operator, derrick (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 (including water wells incidental to residential construction), 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 type), 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 7: Asphalt or concrete spreading operator (tamping or

finishing), asphalt paving machine operator (Barber Greene or similar type), asphalt-rubber distributor 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 repair person, 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), pneumatic concrete placing machine operator (Hackley-Presswell or similar type), pumpcrete gun operator, 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, 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 bending machine operator, trenching machine operator (over 6 ft. depth capacity, manufacturer's rating), ultra high pressure waterjet cutting tool system mechanic

GROUP 8: Heavy-duty repair person (multi-shift)

GROUP 9: 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), heavy-duty repair-welder combination, 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), rubber-tired earth-moving equipment operator (multiple engine, Euclid, Caterpillar and similar over 25 yds. and up to 50 yds. struck), tower crane repair person, tractor loader operator (crawler and wheel type over 6-1/2 yds.), Woods mixer operator (and similar Pugmill equipment)

GROUP 10: Heavy-duty repair-welder combination (multi-shift)

GROUP 11: 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 than 750 cu. yds.), 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 12: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)
GROUP 13: 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 14: 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 15: 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 16: 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 17: 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 18: 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 19: 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 20: 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 21: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)
GROUP 22: 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 23: 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 24: 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 (icludes 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: 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 operator; polar gantry crane operator, 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. mrc)
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
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 ton 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 M.R.C.)
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)

IRON0001D 07/01/1999

	Rates	Fringes
VENTURA COUNTY:		
IRONWORKERS:		
Fence erector	23.29	13.83
Ornamental, reinforcing and structural	24.18	13.83

FOOTNOTE:
Work at Port Hueneme and Port Mugu: $1.00 per hour additional.

IRON0002A 07/01/1999

	Rates	Fringes
IMPERIAL COUNTY:		
IRONWORKERS:		
Fence erector	23.29	13.83
Ornamental, reinforcing and structural	24.18	13.83

FOOTNOTE:
Work at Chocolate Mountains Naval Reserve - Niland, and U.S. Naval Air Facility - Seeley: $3.00 per hour additional.

IRON0002B 07/01/1999

	Rates	Fringes
KERN COUNTY:		
IRONWORKERS:		
Fence erector	23.29	13.83
Ornamental, reinforcing and structural	24.18	13.83

FOOTNOTE:
Work at China Lake Naval Test Station, Edwards Air Force Base: $3.00 per hour additional.

IRON0002C 07/01/1999

	Rates	Fringes
LOS ANGELES COUNTY:		
IRONWORKERS:		
Fence erector	23.29	13.83
Ornamental, reinforcing and structural	24.18	13.83

FOOTNOTE:
Work at Edwards Air Force Base: $3.00 per hour additional.

IRON0002F 07/01/1999

	Rates	Fringes
ORANGE AND SAN LUIS OBISPO COUNTIES:		
IRONWORKERS:		
Fence erector	23.29	13.83
Ornamental, reinforcing and structural	24.18	13.83

IRON0002G 07/01/1999

	Rates	Fringes
RIVERSIDE COUNTY:		
IRONWORKERS:		
Fence erector	23.29	13.83
Ornamental, reinforcing and structural	24.18	13.83

IRON0002H 07/01/1999

	Rates	Fringes
SAN BERNARDINO COUNTY:		
IRONWORKERS:		
Fence erector	23.29	13.83
Ornamental, reinforcing and structural	24.18	13.83

FOOTNOTE:
Work at China Lake Naval Test Station, Edwards Air Force Base, Fort Irwin Military Station, Fort Irwin Training Center - Goldstone, 29 Palms - Marine Corps and U.S. Marine Base - Barstow: $3.00 per hour additional.
Work at Yermo Marine Corps Logistics Center: $2.00 per hour additional.

IRON0002I 07/01/1999

	Rates	Fringes
SANTA BARBARA COUNTY:		
IRONWORKERS:		
Fence erector	23.29	13.83
Ornamental, reinforcing and structural	24.18	13.83

FOOTNOTE:
Work at Vandenberg Air Force Base: $3.00 per hour additional.

LABO0001J 07/01/1999

	Rates	Fringes
BRICK TENDER	18.43	9.44

LABO0002R 07/01/1999

	Rates	Fringes
LABORERS:		
Work on single family homes and apartments up to and including 3 stories:		
Landscape laborer, clean-up, fencing (chain link and wood)	16.80	6.33
All other work	17.80	6.33

Work on 4-story apartment buildings:

GROUP 1	18.18	9.49
GROUP 2	18.58	9.49
GROUP 3	18.78	9.49
GROUP 4	19.83	9.49
GROUP 5	20.03	9.49

HOUSEMOVING:

Housemover	15.50	8.38
Yard maintenance person	15.25	8.38

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Slurry seal crew (mixer operator, applicator operator, squeegee person, shuttle person, top person), filling of cracks by any method on any surface; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asbestos abatement; Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curb, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer (lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs,

and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled
GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt-rubber distributor boot person; Laser beam in connection with laborers' work; Over-size concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, 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 (nozzle person), water blasting, Porta Shot-Blast; Welding in connection with laborers' work
GROUP 5: Blaster powder, 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; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all types of mechanical drills without regard to the form of motive power; Toxic waste removal

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LABO0220C 01/01/1999

	Rates	Fringes
KERN COUNTY:		
PLASTERER TENDER:		
Edwards Air Force Base; Elk Hills Naval Reserve; and Naval Air Weapons Station, China Lake	18.64	7.91
Remainder of County	14.96	7.91

LABO0300B 08/04/1999

	Rates	Fringes
LOS ANGELES AND ORANGE COUNTIES:		
PLASTERER TENDER:		
Work on single family homes and apartments up to and including 3 stories	17.45	9.15
Work on 4-story apartment buildings	20.45	9.15

LABO0402F 07/01/1998

	Rates	Fringes
SAN LUIS OBISPO AND SANTA BARBARA COUNTIES:		
PLASTERER TENDER:		
San Luis Obispo County, and Santa		

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 Barbara County (north part):
   Work on wood or metal frame
     construction of single family
     residences, apartments, and
     condominiums, not including
     projects that exceed 3 stories
     over a garage level; Also work
     on projects where the total
     cost of the project does not
     exceed $2.5 million (does not
     apply to Vandenberg AFB or
     Point Arguello)               14.49           8.88
 All other residential work        17.34           8.88
  Santa Barbara County (south part):
 Work on wood or metal frame
   construction of single family
   residences, apartments, and
   condominiums, not including
   projects that exceed 3 stories
   over a garage level (does not
   apply to Vandenberg AFB or
   Point Arguello)                 14.49           8.88
 All other residential work        18.34           8.88
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 LABO0585B  07/01/1998
                                     Rates           Fringes
VENTURA COUNTY:
PLASTERER TENDER:
  Work on single family homes
 and apartments not to exceed
 2 stories in height               15.89           8.88
  Work on 3 and 4 story apartment
 buildings                         17.89           8.88
-----------------------------------------------------------------
 LABO0783B  07/01/1999
                                     Rates           Fringes
IMPERIAL COUNTY:
PLASTERER TENDERS:
  Naval Air Facility Seeley:
 Work on single family homes and
   apartments up to and including
   3 stories:
     Plasterer tender              21.26           6.09
     Plaster clean-up laborer      18.92           6.09
 Work on 4-story apartment buildings:
   Plasterer tender                20.26           6.09
   Plaster clean-up laborer        17.43           6.09
  Remainder of Imperial County:
 Work on single family homes and
   apartments up to and including
   3 stories:
     Plasterer tender              18.26           6.09
     Plaster clean-up laborer      15.92           6.09
 Work on 4-story apartment buildings:
   Plasterer tender                20.26           6.09
   Plaster clean-up laborer        17.43           6.09
FOOTNOTE:
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  Machine plaster tender: $1.00 per hour additional.
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 LABO0783E  07/01/1999
                                      Rates           Fringes
RIVERSIDE COUNTY:
PLASTERER TENDERS:
  Work on single family homes
 and apartments up to and
 including 3 stories:
   Plasterer tender                 18.26           6.09
   Plasterer clean-up laborer       15.92           6.09
  Work on 4-story apartment buildings:
 Plasterer tender                   20.26           9.80
 Plasterer clean-up laborer         17.43           9.80
FOOTNOTE:
  Machine plaster tender: $1.00 per hour additional.
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 LABO0783F  07/01/1999
                                      Rates           Fringes
SAN BERNARDINO COUNTY:
PLASTERER TENDERS:
  Fort Irwin, George Air Force Base,
 Marine Corps Air Station 29 Palms,
 and Marine Corps Logistics Supply
 Base:
   Work on single family homes and
     apartments up to and including
     3 stories:
Plasterer tender            21.26           6.09
Plaster clean-up laborer    18.92           6.09
   Work on 4-story apartment buildings:
     Plasterer tender               23.26           9.80
     Plaster clean-up laborer       20.92           9.80
  Remainder of San Bernardino County:
 Work on single family homes and
   apartments up to and including
   3 stories:
     Plasterer tender               18.26           6.09
     Plaster clean-up laborer       15.92           6.09
 Work on 4-story apartment buildings:
   Plasterer tender                 20.26           9.80
   Plaster clean-up laborer         17.43           9.80
FOOTNOTE:
  Machine plaster tender: $1.00 per hour additional.
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 LABO1184B  07/01/1999
                                      Rates           Fringes
LABORERS - STRIPING:
  GROUP 1                              18.61           7.90
  GROUP 2                              19.01           7.90
  GROUP 3                              20.58           7.90
  GROUP 4                              21.58           7.90
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
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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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PAIN0036E 07/01/1999

	Rates	Fringes
IMPERIAL, LOS ANGELES, ORANGE, RIVERSIDE AND SAN BERNARDINO COUNTIES:		
PAINTER (includes lead abatement)	17.80	3.76

PAIN0036G 07/01/1999

	Rates	Fringes
SAN LUIS OBISPO, SANTA BARBARA AND VENTURA COUNTIES:		
PAINTER (includes lead abatement)	16.60	3.76

PAIN0036I 07/01/1999

	Rates	Fringes
KERN COUNTY:		
PAINTER (includes lead abatement)	15.45	3.76

PAIN0036L 10/01/1999

	Rates	Fringes
IMPERIAL COUNTY; LOS ANGELES COUNTY (excluding Antelope Valley north of the following boundary: Kern County line to Hwy. #5, south on Hwy. #5 to Hwy. N2, east on Hwy. N2 to Palmdale Blvd., to Hwy. #14, south to Hwy. #18, east to Hwy. #395); ORANGE, RIVERSIDE, SAN BERNARDINO, SAN LUIS OBISPO, SANTA BARBARA AND VENTURA COUNTIES:		
DRYWALL FINISHER:		
Work on wood frame/structured residential construction	18.00	3.71
All other residential construction	24.33	6.88
KERN COUNTY; LOS ANGELES COUNTY (remainder of county):		
DRYWALL FINISHER:		
Work on wood frame/structured residential construction	18.00	3.71
All other residential construction	21.25	6.88

PAIN0169G 07/01/1999

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                                      Rates           Fringes
KERN AND SAN LUIS OBISPO COUNTIES:
GLAZIER                                23.55           7.97
FOOTNOTE:
  Welding in connection with glazing work: $1.00 per hour
additional.
----------------------------------------------------------------
 PAIN0636A  06/01/1999
                                      Rates           Fringes
LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO, SANTA BARBARA
AND VENTURA COUNTIES:
GLAZIER                                26.10           7.23
FOOTNOTES:
  Work in a condor, from the third (3rd) floor and up: $1.25 per
hour additional.
  Work on the outside of the building from a swing stage or any
suspended contrivance, from the ground up: $1.25 per hour
additional.
----------------------------------------------------------------
 PAIN1247C  01/01/1999
                                      Rates           Fringes
KERN COUNTY:
SOFT FLOOR LAYER                       19.47           5.66
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 PAIN1247D  01/10/2000
                                      Rates           Fringes
LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO, SAN LUIS OBISPO,
SANTA BARBARA AND VENTURA COUNTIES:
SOFT FLOOR LAYER                       24.95           6.20
----------------------------------------------------------------
 PAIN1399B  07/01/1999
                                      Rates           Fringes
IMPERIAL COUNTY:
GLAZIER                                24.55           7.99
----------------------------------------------------------------
 PAIN1399D  07/01/1999
                                      Rates           Fringes
IMPERIAL COUNTY:
SOFT FLOOR LAYER                       17.22           6.00
----------------------------------------------------------------
 PLAS0200B  08/06/1997
                                      Rates           Fringes
IMPERIAL, KERN, SAN LUIS OBISPO, AND SANTA BARBARA COUNTIES:
PLASTERERS:
  Work on single family homes
 and apartments up to and
 including 3 stories               20.38           4.04
  Work on 4-story apartment buildings 23.38           4.04
----------------------------------------------------------------
 PLAS0200C  08/06/1997
                                      Rates           Fringes
LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO, AND VENTURA
COUNTIES:
PLASTERERS:
  Work on single family homes
 and apartments up to and
 including 3 stories               21.13           4.04
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  Work on 4-story apartment buildings 24.13          4.04
-----------------------------------------------------------------
 PLAS0500C  07/01/1999
                                       Rates           Fringes
CEMENT MASONS:
  Work on wood or metal frame
 construction of single  family
 residences, apartments and
 condominiums (does not include
 projects that exceed 3 stories;
 any utility work, such as telephone,
 gas, water, sewer and other
 utilities; or any work outside
 property lines, including curbs,
 gutters and sidewalks):
   Cement mason; curb and gutter
     machine operator; Clary and
     similar type of screed
     operator (cement only);
     grinding machine (all types);
     Jackson vibratory, Texas
     screed and similar type
     screed operator; scoring
     machine operator              15.95           4.35
   Cement mason (magnesite,
     magnesite - terrazzo and
     mastic composition, epoxy,
     urethanes and exotic
     coatings, Dex-O-Tex)          16.07           4.35
   Cement mason - floating and
     troweling machine operator    16.20           4.35
Work on 4-story apartment buildings
  where the total permit value of
  the general contract and all
  subcontracts upon that jobsite
  is $12 million or less:
 Cement mason; curb and gutter
   machine; Clary and similar
   type of screed operator
   (cement only); grinder;
   Jackson vibratory, Texas
   screed and similar type
   screed operator; scoring
   machine operator                18.85           8.83
 Cement mason (magnesite,
   magnesite - terrazzo and
   mastic composition, epoxy,
   urethanes and exotic
   coatings, Dex-O-Tex)            18.97           8.83
 Cement mason - floating and
   troweling machine operator      19.10           8.83
Work on 4-story apartment buildings
  where the total permit value of the
  general contract and all subcontracts
  upon that jobsite is over $12 million:
Cement mason; curb and gutter
 machine operator; Clary and
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 similar type of screed
 operator (cement only);
 grinding machine (all types);
 Jackson vibratory, Texas
 screed and similar type
 screed operator; scoring
 machine operator                  20.81          10.83
Cement mason (magnesite,
 magnesite - terrazzo and
 mastic composition, epoxy,
 urethanes and exotic
 coatings, Dex-O-Tex)              20.93          10.83
  Cement mason - floating and
 troweling machine operator        21.06          10.83
FOOTNOTE:
  Work on a swinging stage, bosun chair, or suspended scaffold,
whether swinging or rigid, above or below ground: $0.25 per hour
additional.
-----------------------------------------------------------------
 PLUM0016G  09/13/1999
                                     Rates           Fringes
IMPERIAL, LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO, SAN
LUIS OBISPO, SANTA BARBARA AND VENTURA COUNTIES:
LANDSCAPE AND IRRIGATION WORK ON
  RESIDENTIAL CONSTRUCTION            19.73          10.30
SEWER AND STORM DRAIN WORK ON
  RESIDENTIAL CONSTRUCTION            17.29          10.02
IMPERIAL, LOS ANGELES, ORANGE AND RIVERSIDE COUNTIES; SAN
BERNARDINO COUNTY (Remainder of County); SAN LUIS OBISPO COUNTY;
SANTA BARBARA COUNTY (Remainder of County); AND VENTURA COUNTY:
PLUMBERS & PIPEFITTERS (does not
  include refrigeration and air
  conditioning work in Los Angeles,
  Orange, Riverside and San Bernardino
  Counties):
 Work on residential stick
   construction not to exceed
   4 stories                         22.73           3.35
 Tenant improvement and remodel
   work                              20.36           8.35
 Work on new additions and
   remodeling of single family
   homes, not to exceed 5,000
   sq. ft. of floor space            24.69          10.47
 All other residential work          25.53          11.02
SAN BERNARDINO COUNTY (George Air Force Base); AND SANTA BARBARA
COUNTY (Vandenberg Air Force Base):
PLUMBERS & PIPEFITTERS (does not
  include refrigeration and air
  conditioning work in San
  Bernardino County)
 Work on residential stick
   construction not to exceed
   4 stories in height               20.41           3.35
 Tenant improvement and remodel
   work                              20.36           8.35
 Work on new additions and
```

remodeling of single family homes, not to exceed 5,000 sq. ft. of floor space	24.69	10.47
All other residential work	27.78	11.02

SAN BERNARDINO COUNTY (Fort Irwin Army Base, Marine Corps Logistic Base at Nebo and Yermo, and Twenty-Nine Palms Marine Base):

PLUMBERS & PIPEFITTERS (does not include refrigeration and air conditioning work):

Work on residential stick construction not to exceed 4 stories in height	20.41	3.35
Tenant improvement and remodel work	20.36	8.35
Work on new additions and remodeling of single family homes, not to exceed 5,000 sq. ft. of floor space	24.69	10.47
All other residential work	29.03	11.02

PLUM0250A 03/01/2000

	Rates	Fringes
LOS ANGELES AND ORANGE COUNTIES:		
REFRIGERATION & AIR CONDITIONING	30.50	8.835

PLUM0355F 07/01/1999

	Rates	Fringes
KERN COUNTY:		
LANDSCAPE FITTER; UNDERGROUND UTILITY WORKER	22.00	4.90

PLUM0364B 03/09/1998

	Rates	Fringes
RIVERSIDE AND SAN BERNARDINO COUNTIES:		
REFRIGERATION & AIR CONDITIONING	24.98	6.34

PLUM0460C 01/01/1999

	Rates	Fringes
KERN COUNTY		
PLUMBER; STEAMFITTER REFRIGERATION:		
Encompasses all the Central Valley; Bakersfield, Lamont, Arvin, Frazier Park, Taft, Shafter, Wasco, McFarland and Deleano	22.66	8.38
Encompasses Kernville, Tehachapi, Lake Isabella, Mohave, Monolith and Weldon	25.66	8.38
Encompasses the far eastern side of Kern County, which includes Edwards Air Force Base, Rosamond, Boron, China Lake Naval Weapons Center and Ridgecrest	27.66	8.38

FOOTNOTE:

Work from a swinging scaffold, swinging basket, spider or from a bosun chair: 10% above the regular rate of pay for that day.

ROOF0027B 09/01/1998

	Rates	Fringes
KERN COUNTY:		
ROOFER	20.15	6.30

FOOTNOTE:
Work with pitch, pitch base of pitch impregnated products or any material containing coal tar pitch, on any building old or new, where both asphalt and pitchers are used in the application of a built-up roof or tear off: $2.00 per hour additional.

ROOF0036A 02/01/1999

	Rates	Fringes
LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO, SAN LUIS OBISPO, SANTA BARBARA AND VENTURA COUNTIES:		
ROOFERS:		
Roofer	23.27	5.40
Preparer (duties limited to the following: Roof removal of any type of roofing or roofing material; or spudding, or sweeping; and/or clean-up; and/or preload in, or in preparing the roof for application of roofing, damp and/or waterproofing material)	16.24	1.00

FOOTNOTE:
Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive $1.75 per hour "pitch premium" pay.

ROOF0045C 01/01/1999

	Rates	Fringes
IMPERIAL COUNTY:		
ROOFER	19.70	3.88

SFCA0669E 01/01/2000

	Rates	Fringes
IMPERIAL COUNTY; ORANGE COUNTY (does not include San Clemente Island, the city of Santa Ana, and that part of Orange County within 25 miles of the city limits of Los Angeles); RIVERSIDE COUNTY; AND SAN BERNARDINO COUNTY (does not include the northern part of the city of Chino, or the cities of Montclair and Ontario):		
SPRINKLER FITTER (FIRE):		
Work on one or two family dwellings; all multiple family dwelling units which are permitted to have a single exterior up to and including 4 stories; townhouses with units stacked vertically up to and including 4 stories; and group residential care		

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 facilities and protective
 care homes (sheltered
 housing), not to include
 nursing homes or
 ambulatory care facilities        17.25           1.69
 All other residential work           23.00           6.45
-----------------------------------------------------------------
 SFCA0669L  01/01/2000
                                     Rates           Fringes
KERN COUNTY; LOS ANGELES COUNTY (does not include the city of
Pomona, Catalina Island, and that part of Los Angeles County
within 25 miles of the city limits of Los Angeles); SAN LUIS
OBISPO AND SANTA BARBARA COUNTIES; AND VENTURA COUNTY (does not
include Port Hueneme, Port Mugu, the city of Santa Paula, and
that part of Ventura County within 25 miles of the city limits of
Los Angeles):
SPRINKLER FITTER (FIRE):
  Work on one or two family
 dwellings; all multiple
 family dwelling units
 which are permitted to
 have a single exterior
 up to and including 4
 stories; townhouses with
 units stacked vertically
 up to and including 4
 stories; and group
 residential care
 facilities and protective
 care homes (sheltered
 housing), not to include
 nursing homes or
 ambulatory care facilities        20.51           1.69
  All other residential work          27.35           6.45
-----------------------------------------------------------------
 SFCA0709B  09/01/1999
                                     Rates           Fringes
LOS ANGELES COUNTY (the city of Pomona, Catalina Island, and that
part of Los Angeles County within 25 miles of the city limits of
Los Angeles); ORANGE COUNTY (San Clemente Island, the city of
Santa Ana, and that part of Orange County within 25 miles of the
city limits of Los Angeles); SAN BERNARDINO COUNTY (the northern
part of the city of Chino, and the cities of Montclair and
Ontario); VENTURA  COUNTY (Port Hueneme, Port Mugu, the city of
Santa Paula, and that part of Ventura County within 25 miles of
the city limits of Los Angeles);
SPRINKLER FITTER (FIRE):
  Work on single family homes,
 including new or existing
 mobile homes, and apartments
 up to and including 4 stories
 in height, including service,
 utility, storage, garage and
 support units, built in
 conjunction with residential
 units                             29.53          10.25
  All other residential work          28.48           9.85
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SHEE0102F 08/01/1999

	Rates	Fringes
KERN COUNTY (east of Hwy. #395 from Red Mountain to the Inyo County line); LOS ANGELES COUNTY (south of a straight line drawn between Gorman and Big Pines, including the area south of Imperial Highway to the city limits of Long Beach, including the cities of Long Beach, Claremont, and Pomona, and the Island of Catalina); ORANGE, RIVERSIDE AND SAN BERNARDINO COUNTIES:		
SHEET METAL WORKER	23.94	8.15

SHEE0108C 10/01/1998

	Rates	Fringes
KERN COUNTY (west of Hwy. #395 from Red Mountain to the Inyo County line); LOS ANGELES COUNTY (north of a straight line drawn between Gorman and Big Pines, California):		
SHEET METAL WORKER:		
Work on residential projects of 10,000 sq. ft. or less	16.43	2.25
All other residential work	22.90	8.62

SHEE0108D 08/01/1999

	Rates	Fringes
LOS ANGELES COUNTY (south of a straight line drawn between Gorman and Big Pines, excluding the area south of Imperial Highway to the city limits of Long Beach, excluding the cities of Long Beach, Claremont, and Pomona, and excluding the Island of Catalina):		
SHEET METAL WORKER:		
Work on an existing building, or on a new building one year after first occupancy, where such work to be performed is to add to or to change an existing heating or air conditioning system and will be defined as single dwellings, duplex dwellings, triplex dwellings and apartment dwellings not exceeding 4 units per building over 2 stories	17.15	2.50
All other residential work	28.59	9.32

SHEE0206C 07/01/1998

	Rates	Fringes
IMPERIAL COUNTY:		
SHEET METAL WORKER	24.19	8.80

SHEE0273A 08/01/1999

	Rates	Fringes
SAN LUIS OBISPO, SANTA BARBARA AND VENTURA COUNTIES:		
SHEET METAL WORKER	25.45	9.34

TEAM0011A 07/01/1999

	Rates	Fringes
IMPERIAL COUNTY (El Centro); KERN COUNTY (Edwards AFB, Naval Air Weapons Station, and China Lake); LOS ANGELES COUNTY (Edwards		

AFB); AND SAN BERNARDINO COUNTY (Edwards AFB, Fort Irwin, George AFB, Marine Corps Logistic Base at Nebo & Yermo, Twenty-Nine Palms Base):

TRUCK DRIVERS:

GROUP 1	22.19	11.89
GROUP 2	22.34	11.89
GROUP 3	22.47	11.89
GROUP 4	22.66	11.89
GROUP 5	22.60	11.89
GROUP 6	22.72	11.89
GROUP 7	22.97	11.89
GROUP 8	23.22	11.89
GROUP 9	23.42	11.89
GROUP 10	23.72	11.89
GROUP 11	24.22	11.89

IMPERIAL COUNTY (Remainder of County); KERN COUNTY (Remainder of County; LOS ANGELES COUNTY (Remainder of County; ORANGE AND RIVERSIDE COUNTIES; SAN BERNARDINO COUNTY (Remainder of County); SAN LUIS OBISPO, SANTA BARBARA AND VENTURA COUNTIES:

TRUCK DRIVERS:

GROUP 1	20.19	11.89
GROUP 2	20.34	11.89
GROUP 3	20.47	11.89
GROUP 4	20.66	11.89
GROUP 5	20.60	11.89
GROUP 6	20.72	11.89
GROUP 7	20.97	11.89
GROUP 8	21.22	11.89
GROUP 9	21.42	11.89
GROUP 10	21.72	11.89
GROUP 11	22.22	11.89

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person ($0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull

- single engine with attachment
GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - $1.25 additional when operating winch or similar special attachments
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(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

BRS Document Viewer
General Decision Number CA000001

General Decision Number CA000001
Superseded General Decision No. CA990001
State: California Construction Type:
BUILDING
DREDGING
HEAVY
HIGHWAY
RESIDENTIAL
County(ies):
SAN DIEGO 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	02/11/2000
1	04/14/2000

COUNTY(ies):
SAN DIEGO * ASBE0005B 01/01/2000

	Rates	Fringes
INSULATOR/ASBESTOS WORKER Includes the application of all insulating materials, protective coverings, coatings, and finishings to all types of mechanical systems	30.46	7.65

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* ASBE0005D 10/04/1999

	Rates	Fringes
ASBESTOS REMOVAL WORKER/ HAZARDOUS MATERIAL HANDLER Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechnical systems, wheather they contain asbestos or not	19.70	4.87

BOIL0092F 10/01/1999

	Rates	Fringes
BOILERMAKER	29.06	9.81
TUBE WELDER	30.56	9.81

BRCA0004M 11/01/1999

	Rates	Fringes
BRICKLAYER; MARBLE SETTER	23.50	6.45

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* BRCA0018E 08/01/1999

	Rates	Fringes
TILE SETTER	21.50	6.47
MARBLE AND TILE FINISHER	18.23	4.47

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* BRCA0018F 06/01/1999

	Rates	Fringes
TERRAZZO WORKER	25.78	9.04
TERRAZZO FINISHER	19.83	9.04

CARP0002B 07/01/1999

	Rates	Fringes
DIVERS:		
Diver, wet	454.08 per day	6.33
Diver, stand-by	227.04 per day	6.33
Diver tender	219.04 per day	6.33

CARP0002L 09/01/1998

	Rates	Fringes
CARPENTER:		
Work meeting any of the following criteria:		
1) A residential wood frame project of any size;		
2) Interior tenant improvement work, regardless of the size of the project; and		
3) Any wood frame project of four stories or less	18.32	5.18
Heavy & highway work:		
Work on box culverts, catch basins and headwalls in residential projects	18.68	5.10
All other heavy & highway work	23.35	5.10
All other work	22.90	5.18
Millwright	23.85	5.10
Piledriver	23.48	5.10

CARP0002U 07/01/1999

	Rates	Fringes
DRYWALL INSTALLER/LATHER:		
Work on wood-framed single family homes and apartments	19.00	5.18
All other work	17.70	5.18
DRYWALL STOCKER/SCRAPPER	8.85	4.17

CARP0003H 07/01/1999

	Rates	Fringes
MODULAR FURNITURE INSTALLER	13.08	3.98
LOW WALL MODULAR TECHNICIAN	17.80	3.98
FULL WALL TECHNICIAN	21.88	3.98

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* ELEC0569A 07/01/1999

	Rates	Fringes
ELECTRICIANS:		
ELECTRICIAN	24.21	3% + 6.47
CABLE SPLICER	24.96	3% + 6.47
SOUND WORK:		
Sound Technician	18.98	3% + 5.14
Telephone Interconnect Technician	15.59	3% + 5.14
Sound person	14.23	3% + 5.05
All other electricial work on single family homes and apartments up to and including 3 stories	14.61	3% + 4.74
Work on street lighhting; traffic		

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 signals; and underground systems
 and/or established easements outside
 of buildings:
 Utility Technician #1                16.38           3% + 2.99
 Utility Technician #2
 (#4 on the California state
  wage determination)                 10.56           3% + 2.49
TUNNEL WORK:
 Electrician                          27.30           3% + 6.47
 Cable Splicer                        28.25           3% + 6.47
-----------------------------------------------------------------
 ELEC1245A  06/01/1999
                                    Rates           Fringes
LINE CONSTRUCTION AND OUTSIDE UTILITY TRANSMISSION WORK:
  Line worker; Cable splicer          30.39           4.5% + 6.78
  Powder worker                       28.87           4.5% + 6.54
  Ground person                       19.75           4.5% + 6.50
  Equipment specialist (operates
 crawler tractors, commercial
 motor vehicles, backhoes,
 trenchers, cranes (50 tons and
 below), and overhead and
 underground distribution line
 equipment)                        25.83           4.5% + 6.50
  Line worker, welding                31.91           4.5% + 7.02
SCOPE OF WORK:
  All outside work on electrical transmission lines, switchyards
and substations, and outside work in electrical utility
distribution systems owned, maintained and operated by electrical
utility companies, municipalities, or governmental agencies.
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 ELEV0018A  09/15/1999
                                    Rates           Fringes
ELEVATOR MECHANIC                     31.915          6.985
 FOOTNOTE:
  Vacation Pay: 8% with  5 or more years of service, 6% for 6
  months to 5 years service.  Paid Holidays: New Years Day,
  Memorial Day, Independence Day, Labor Day, Thanksgiving Day and
  Friday after, and Christmas Day.
-----------------------------------------------------------------
 ENGI0012B  07/01/1999
                                    Rates           Fringes
POWER EQUIPMENT OPERATORS:
  GROUP  1                            25.80          10.35
  GROUP  2                            26.58          10.35
  GROUP  3                            26.87          10.35
  GROUP  4                            27.51          10.35
  GROUP  5                            28.61          10.35
  GROUP  6                            27.73          10.35
  GROUP  7                            27.84          10.35
  GROUP  8                            28.94          10.35
  GROUP  9                            27.96          10.35
  GROUP 10                            29.06          10.35
  GROUP 11                            28.13          10.35
  GROUP 12                            28.23          10.35
  GROUP 13                            28.26          10.35
  GROUP 14                            28.34          10.35
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GROUP 15	28.46	10.35
GROUP 16	28.63	10.35
GROUP 17	28.73	10.35
GROUP 18	28.84	10.35
GROUP 19	28.96	10.35
GROUP 20	29.13	10.35
GROUP 21	29.23	10.35
GROUP 22	29.34	10.35
GROUP 23	29.46	10.35
GROUP 24	29.63	10.35
CRANES, PILEDRIVING & HOISTING:		
GROUP 1	26.30	10.35
GROUP 2	27.08	10.35
GROUP 3	27.37	10.35
GROUP 4	27.51	10.35
GROUP 5	27.73	10.35
GROUP 6	27.84	10.35
GROUP 7	27.96	10.35
GROUP 8	28.13	10.35
GROUP 9	28.30	10.35
GROUP 10	29.30	10.35
GROUP 11	30.30	10.35
GROUP 12	31.30	10.35
GROUP 13	32.30	10.35
POWER EQUIPMENT OPERATORS - TUNNEL:		
GROUP 1	27.58	10.35
GROUP 2	27.87	10.35
GROUP 3	28.01	10.35
GROUP 4	28.23	10.35
GROUP 5	28.34	10.35
GROUP 6	28.46	10.35
GROUP 7	28.76	10.35

FOOTNOTES:

Premium pay of $2.75 per hour shall be paid on all power equipment operator work within the boundaries of Camp Pendleton.

Workers required to suit up and work in a hazardous material environment: $1.00 per hour additional.

Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Barge, brake, compressor operator, ditch witch, with seat or similar type equipment, elevator operator - inside, engineer oiler, generator operator, generator, pump or compressor plant operator, pump operator, signal, switch

GROUP 2: Asphalt-rubber plant operator (nurse tank operator), concrete mixer operator - skip type, conveyor operator, fire person, hydrostatic pump operator, oil crusher (asphalt or concrete plant), skiploader (when wheel type up to 3/4 yd. without attachment), tar pot fire person, temporary heating plant operator, trenching machine oiler

GROUP 3: Asphalt-rubber blend operator, equipment greaser (rack), Ford Ferguson (with dragtype attachments), helicopter radio (ground), stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fire person, backhoe operator (mini-max or similar type), boring machine operator, box or mixer (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), guard rail post driver operator, highline cableway signal, hydra-hammer-aero stomper, power concrete curing machine operator, power concrete saw operator, power-driven jumbo form setter operator, power sweeper operator, roller operator (compacting), screed operator (asphalt or concrete), trenching machine operator (up to 6 ft.)
GROUP 5: Equipment greaser (grease truck/multi-shift)
GROUP 6: Asphalt plant engineer, batch plant operator, bit sharpener, concrete joint machine operator (canal and similar type), concrete planer operator, deck engine operator, derrick (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 (including water well drilling incidental to building, heavy or highway construction), equipment greaser (grease truck), 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), 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, ultra high pressure waterjet cutting tool system operator, vacuum blasting machine operator
GROUP 7: Asphalt or concrete spreading operator (tamping or finishing), asphalt paving machine operator (Barber-Greene or similar type), asphalt-rubber distributor 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 repair person, 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), pneumatic concrete placing machine operator (Hackley-Presswell or similar type), pumpcrete gun operator, 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, 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 bending machine operator, trenching machine operator (over 6 ft. depth capacity, manufacturer's rating), ultra high pressure waterjet cutting tool system mechanic

GROUP 8: Heavy-duty repair person (multi-shift)

GROUP 9: 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), heavy-duty repair-welder combination, 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.), pre-stressed 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.), tower crane repair person, tractor loader operator (Crawler and wheel type over 6-1/2 yds.), Woods mixer operator (and similar Pugmill equipment)

GROUP 10: Heavy-duty repair-welder combination (multi-shift)

GROUP 11: 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 - drilling depth of 175' maximum), hoe ram or similar with compressor, mass excavator operator (less than 750 cu. yds.), 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 12: Rubber-tired earth-moving equipment operator operating equipment with push-pull system, (single-engine, up to and including 25 yds. struck)

GROUP 13: 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 14: 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 15: 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 16: 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 17: 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 18: Rotex concrete belt operator (or similar type), 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 19: 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 20: 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 50 cu. yds. struck)
GROUP 21: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)
GROUP 22: 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 23: 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 24: 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)
POWER EQUIPMENT OPERATORS - 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: 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 operator, polar gantry crane operator, shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc), tugger hoist operator (2 drum)

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. mrc)

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

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 ton 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 l00 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)

POWER EQUIPMENT OPERATORS - 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 repair person; 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 repair/welder combination
GROUP 7: Tunnel mole boring machine operator

ENGI0012D 08/01/1999

	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
DREDGING:		
Lever person	31.85	10.35
Dozer operator	28.38	10.35
Welder; Deckmate	28.27	10.35
Winch operator (stern winch on dredge)	27.72	10.35
Fire person - oiler; Leveehand; Deckhand; Barge person	27.18	10.35
Barge mate	27.79	10.35

IRON0001F 07/01/1999

	Rates	Fringes
IRONWORKERS:		
Fence erector	23.29	13.83
Ornamental, reinforcing and structural	24.18	13.83

FOOTNOTE:
Work at San Clemente Island: $3.00 per hour additional.

LABO0089A 06/16/1999

	Rates	Fringes
LABORERS:		
Work inside the building line on projects meeting any of the following criteria: 1) a residential wood frame project of any size; 2) work classified as Type III, Type IV or Type V construction; 3) interior tenant improvement work, regardless of the size of the project; and 4) any wood frame project four stories or less	14.75	5.78
All other work inside the building		

line	16.85	7.18
Work inside the property line but outside the building line, on projects meeting any of the following criteria: 1) a residential wood frame project of any size; 2) work classified as Type III, Type IV or Type V construction; and 3) any wood frame project four stories or less	16.13	5.91
All other work outside the building line:		
GROUP 1	18.91	7.18
GROUP 2	19.21	7.18
GROUP 3	19.41	7.18
GUNITE WORK:		
GROUP 1	18.91	7.18
GROUP 2	19.21	7.18
GROUP 3	19.41	7.18
TUNNEL WORK:		
GROUP 1	19.21	7.18
GROUP 2	19.41	7.18
GROUP 3	19.66	7.18
FINAL CLEAN-UP AND LANDSCAPE MAINTENANCE WORK	9.455	5.18

LABORER CLASSIFICATIONS

GROUP 1: Laborer (general construction); Asphalt ironer - spreader; Boring machine tender; Carpenter tender; Caulker; Cesspool digger and installer; Chucktender (except tunnels); Concrete curer (impervious membrane and form oiler); Concrete water curing (excluding use of water trucks); Cutting torch operator (demolition); Driller's tender (caisson) including bellowers; Dri-pak-it machine, concrete cutting torch; Dry packing of concrete, plugging, filling of shee bolt holes; Fence erector; Fine grader on highways, streets and airport paving (sewer and drainage lines when employed); Flag person; Form blower; Gas and oil pipeline laborer; Guinea chaser; Housemover; Jet; Landscape gardener and nursery; Packing rod steel and pans; Pipelayer's backup (coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other service railroad work); Laborer; Rigging and signaling; Riprap stonepaver; Sandblaster (pot tender); Scaler; Septic tank digger and installer (lead); Tank scaler and cleaner; Tool shed checker; Window cleaner

GROUP 2: Buggymobile; Cement dumper (on 1 yd. or larger mixers and handling bulk cement); Concrete saw (excluding tractor type), roto-scraper, chipping hammer, concrete core cutter, concrete grinder and sander; Cribber - shorer, lagging and trench bracing, hand-guided lagging hammer; Driller - all power drills, including jackhammer, whether Core, Diamond, Wagon, Track, multiple unit, and all types of mechanical drills without regard to the form of motive power; Driller (all other where drilling is for use of explosives); Gas and oil pipeline wrapper (pot tender and form); Gas and oil pipeline wrapper (6-inch pipe and over); Operator and tender of pneumatic, gas and electric tools,

concrete pumps, vibrating machines, multi-plate impact wrench and similar mechanical tools not separately classified herein; Pipelayer (excludes all pressurized and vacuum piping) (performing all services outside the building line in the laying and installation of pipe from the point of receiving pipe until completion of the operation, 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 products whatsoever and without regard to the nature of material from which the tubular material is fabricated); Powder blasters' tender; Prefabricated manhole installer; Rock slinger; Sandblaster, waterblaster & nozzle operator); Scaler (using bos'n chair, safety belt); Steel headerboard; Tree climber, using mechanical tools; Welding in connection with laborer's work

GROUP 3: Asphalt raker; Layton box spreader (or similar type)

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Bull gang, mucker, track; Chucktender, cabletender; Concrete crew (includes rodder and spreader); Dump; Grout crew; Tender for steel form raisers and setters; Mucker - tunnel (hand or machine); Nipper; Swamper (brake and switch on tunnel work); Vibrator, jackhammer, pneumatic tools (except driller) multi-plate impact wrench

GROUP 2: Blaster, driller, powder; Cherry picker; Grout gun; Kemper and other pneumatic concrete placer operator; Miner in short dry tunnels under streets, highways and similar places; Miner - tunnel (hand or machine); Powder (tunnel work); Steel form raiser and setter; Timber, retimber wood or steel

GROUP 3: Powder - primer house (licensed) on tunnel work; Shaft and raise miner; Shifter; Blaster (licensed) all work of loading holes, placing & blasting all powder & explosives of whatever type regardless of method used for such loading and placing

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LABO0089B 11/01/1998

	Rates	Fringes
BRICK TENDER	17.58	7.13

FOOTNOTES:

Work on refractory stack work in excess of 100 ft. in height: fifty cents ($0.50) per hour additional.

Work on refractory work where extreme heat prevents continuous work: fifty ($0.50) per hour additional.

Work with carbon brick, acid brick or phenolic mortar: fifty ($0.50) per hour additional.

Work on a swinging scaffold above fifty ft.: thirty-five cents ($0.35) per hour additional.

LABO0882A 09/01/1998

	Rates	Fringes
ASBESTOS REMOVAL LABORER	10.37	3.76

SCOPE OF WORK: includes site mobilization, initial site clean-up, site preparation, removal of asbestos-containing material and toxic waste (including lead abatement and any other toxic materials), encapsulation, enclosure and disposal of asbestos-containing materials and toxic waste (including lead abatement and any other toxic materials) by hand or with equipment or

machinery; scaffolding, fabrication of temporary wooden barriers, and assembly of decontamination stations.

LABO1184A 07/01/1999

	Rates	Fringes
LABORERS - STRIPING:		
GROUP 1	18.61	7.90
GROUP 2	19.01	7.90
GROUP 3	20.58	7.90
GROUP 4	21.58	7.90

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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PAIN0036D 07/01/1999

	Rates	Fringes
BUILDING AND HEAVY CONSTRUCTION:		
	23.42	5.91
RESIDENTIAL CONSTRUCTION:		
PAINTER (includes lead abatement)	17.80	3.76

PAIN0036K 10/01/1999

	Rates	Fringes
DRYWALL FINISHER:		
Work on wood frame/structured construction	18.00	3.71
All other work	19.40	6.18

PAIN1399A 07/01/1999

	Rates	Fringes
GLAZIER	24.55	7.99

PAIN1399C 07/01/1999

	Rates	Fringes

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SOFT FLOOR LAYER                      17.22           6.00
-----------------------------------------------------------------
 PLAS0200E  08/06/1997
                                     Rates           Fringes
PLASTERER                             23.38           4.04
-----------------------------------------------------------------
 PLAS0500A  07/01/1999
                                     Rates           Fringes
CEMENT MASON:
  Work meeting any of the following criteria:
 1) a residential wood frame project of any size;
 2) work classified as Type III, Type IV or Type V
    construction;
 3) interior tenant improvement work, regardless of the size
    of the project; and
 4) any wood frame project of 4 stories or less
                            18.14           4.80
  All other building construction     19.79           4.80
  Heavy and highway construction      22.22           5.28
-----------------------------------------------------------------
 PLUM0016F  07/01/1999
                                     Rates           Fringes
PLUMBER; PIPEFITTER; STEAMFITTER;
  AIR CONDITIONING & REFRIGERATION:
 Work on residential stick
   construction not to exceed
   4 stories in height             20.41           3.35
 Work on strip malls, light
   commercial, tenant improvement
   and remodel work                20.36           8.35
 Work on new additions and
   remodeling of single family
   homes, bars, restaurants,
   stores and commercial
   buildings, not to exceed
   5,000 sq. ft. of floor space    24.69          11.41
 All other work:
   Camp Pendleton                  27.78          11.63
   Remainder of County             25.53          11.63
LANDSCAPE AND IRRIGATION WORK         19.98          11.18
SEWER AND STORM DRAIN WORK            17.29          10.73
-----------------------------------------------------------------
 PLUM0345A  07/01/1999
                                     Rates           Fringes
LANDSCAPE & IRRIGATION FITTER         24.23           6.80
-----------------------------------------------------------------
 * ROOF0045B  01/01/2000
                                     Rates           Fringes
ROOFER                                20.20           3.88
-----------------------------------------------------------------
 SFCA0669A  04/01/1999
                                     Rates           Fringes
SPRINKLER FITTER (FIRE):
 Work on one or two family dwellings;
  all multiple family dwelling units
  which are permitted to have a single
  exterior up to and incl. 4 stories;
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townhouses with units stacked vertically up to and including 4 stories; and group residential care facilities and protective care homes (sheltered housing), not to include nursing homes or ambulatory care facilities	17.25	1.69
All other work	23.00	6.40

SHEE0206A 07/01/1998

	Rates	Fringes
SHEET METAL WORKER:		
Camp Pendleton	26.19	8.80
Remainder of County	24.19	8.80

TEAM0036A 06/16/1999

	Rates	Fringes
TRUCK DRIVERS:		
GROUP 1	9.31	9.72
GROUP 1-A	18.60	9.72
GROUP 2	18.90	9.72
GROUP 3	19.10	9.72
GROUP 4	19.30	9.72
GROUP 5	19.50	9.72
GROUP 6	20.00	9.72
GROUP 7	21.50	9.72

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: Swamper, fuel person (fueler without trucks)

GROUP 1-A: Motorized traffic control, pickup truck on jobsite

GROUP 2: Two-axle dump trucks, two-axle flat bed, bunker person, concrete pumping truck, industrial lift truck, forklift under 15,000 lbs.

GROUP 3: Two-axle water truck, three-axle dump truck, three-axle flat bed, erosion control nozzle person, dumpcrete truck less than 6 l/2 yds., forklift 15,000 lbs. and over, Prell truck, pipeline work truck driver; road oil spreader, cement distributor or slurry driver; boot person, Ross carrier

GROUP 4: Off-road dump trucks under 35 tons mfg rated capacity, four axles but less than seven axles, low-bed truck and trailer, transit mix trucks under 8 yds., three axle water trucks, erosion control drive, grout mixer truck, dumpcrete, 6-l/2 yds. and over, dumpster trucks; DW 10's, 20's and over; fuel truck and dynamite, truck greaser, truck mounted mobile sweeper; winch truck, two axles

GROUP 5: Off-road dump trucks 35 tons and over mfg rated capacity, 7 axles or more, transit mix trucks 8 yds. and over, A-frame trucks or Swedish crane, tire person, welder, winch truck 3 axles or more

GROUP 6: Off-road special equipment (including but not limited to water pull tankers, Athey wagons, DJB, B70 Euclids or like equipment)

GROUP 7: Repair person

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

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

BRS Document Viewer
General Decision Number CA000004

General Decision Number CA000004
Superseded General Decision No. CA990004
State: California Construction Type:
DREDGING
HEAVY
HIGHWAY
County(ies):
DEL NORTE LAKE HUMBOLDT MENDOCINO
DREDGING PROJECTS (does not include hopper dredge work); HEAVY
CONSTRUCTION PROJECTS (does not include water well drilling);
AND HIGHWAY CONSTRUCTION PROJECTS
Modification Number Publication Date
0 02/11/2000

COUNTY(ies):
DEL NORTE LAKE HUMBOLDT MENDOCINO

ASBE0016A 08/01/1999

	Rates	Fringes
INSULATOR/ASBESTOS WORKER Includes the application of all insulating materials, protective coverings, coatings, and finishings to all types of mechanical systems	36.13	7.41

ASBE0016G 05/01/1999

	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	22.01	4.28

BOIL0092H 10/01/1999

	Rates	Fringes
BOILERMAKER	29.56	9.81
TUBE WELDER	31.06	9.81

BRCA0003B 08/01/1998

	Rates	Fringes
MARBLE FINISHER	21.12	4.97

BRCA0003D 08/01/1998

	Rates	Fringes
MARBLE SETTER	25.89	12.92

BRCA0003H 07/01/1999

	Rates	Fringes
BRICKLAYER	29.45	9.75

FOOTNOTES:
Underground work such as tunnel work, sewer work, manholes,

catch basins, sewer pipes and telephone conduit: $5.00 per day additional.

Additionally, for work in direct contact with raw sewage: $2.50 per day additional.

Operating a saw or grinder: $0.50 per hour additional.

Gunite nozzle person: $1.00 per hour additional.

On one or two person light duty swinging scaffolds, from and including the seventh floor to the sky (floors to be determined by the number on the elevator identity or floor identity): $10.00 per day additional.

BRCA0003V 04/01/1998

	Rates	Fringes
DEL NORTE AND HUMBOLDT COUNTIES:		
TILE SETTER	25.03	7.60
TILE FINISHER	13.06	5.27
LAKE AND MENDOCINO COUNTIES:		
TILE SETTER	21.82	7.60
TILE FINISHER	12.06	5.27

BRCA0004Z 07/01/1999

	Rates	Fringes
TERRAZZO WORKER	29.33	5.70
TERRAZZO FINISHER	15.56	5.02

FOOTNOTE:

Base machine operator: $.75 per hour additional.

CARP0034A 07/01/1996

	Rates	Fringes
DIVERS:		
Diver standby	25.95	12.955
Diver wet pay	37.20	12.955
Tender	25.95	12.955
Saturation diver	45.80	12.955
Manned submersible	45.80	12.955
Manifold operator/life support Technician	29.55	12.955
Remote controlled vehicle- remote operated vehicle pilot	25.95	12.955
Bell winch operator	25.95	12.955

DEPTH PAY (Surface Diving):

50 to 100 ft	$1.32/ft
100 to 150 ft	$66.00 + $1.85/ft
150 to 200 ft	$158.00 + $2.65/ft
200 ft and over	$291.00 + $3.00/ft

CARP0034F 07/01/1997

	Rates	Fringes
PILEDRIVER	24.95	12.765
PILE DRIVER - BRIDGE BUILDER	22.43	10.165

CARP0035G 07/01/1997

	Rates	Fringes
CARPENTER	21.27	10.035
HARDWOOD FLOORLAYER; SHINGLER; POWER SAW OPERATOR; STEEL SCAFFOLD AND STEEL SHORING		

ERECTOR; SAW FILER	21.49	10.035
MILLWRIGHT	22.07	11.605

ELEC0077E 02/01/1997

	Rates	Fringes
DEL NORTE COUNTY:		
OUTSIDE UTILITY TRANSMISSION WORK:		
Line worker; Line worker, welding; Heavy line equipment operator; Pole sprayer	24.27	3.5% + 5.50
Cable splicer	26.91	3.5% + 5.50
Line equipment operator	20.91	3.5% + 4.50
Powder worker; Jackhammer operator	18.26	3.5% + 4.50
Ground person	17.15	3.5% + 4.50
TREE TRIMMING:		
Tree trimmer	18.83	3.5% + 4.50
Tree trimmer ground person	10.11	3.5% + 4.50

SCOPE OF WORK:
All outside work on electrical transmission lines, switchyards and substations, and outside work in electrical utility type systems owned, maintained and operated by electrical utility companies, municipalities, or governmental agencies.

ELEC0551A 06/01/1999

	Rates	Fringes
LAKE AND MENDOCINO COUNTIES:		
ELECTRICIANS:		
Tunnel work:		
Electrician	27.50	3% + 8.00
Cable splicer	30.20	3% + 8.00
All other work:		
Electrician	27.00	3% + 8.00
Cable splicer	29.70	3% + 8.00

ELEC0551C 06/01/1999

	Rates	Fringes
DEL NORTE AND HUMBOLDT COUNTIES		
ELECTRICIANS:		
Tunnel work:		
Electrician	20.90	3%+7.24
Cable splicer	22.94	3%+7.24
All other work:		
Electrician	20.40	3%+7.24
Cable splicer	22.44	3%+7.24

ELEC0551D 01/01/1996

	Rates	Fringes
LINE CONSTRUCTION:		
Line technician	19.00	4%+7.04
Cable splicer	20.52	4%+7.04
Equipment operator	17.10	4%+6.64
Ground person	15.20	4%+6.24

ELEC1245B 06/01/1999

	Rates	Fringes
HUMBOLDT, LAKE AND MENDOCINO COUNTIES:		
OUTSIDE UTILITY TRANSMISSION WORK:		

Line worker; Cable splicer	30.39	4.5% + 6.78
Powder worker	28.87	4.5% + 6.54
Ground person	19.75	4.5% + 6.50
Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), and overhead and underground distribution line equipment)	25.83	4.5% + 6.50
Line worker, welding	31.91	4.5% + 7.02

SCOPE OF WORK:
All outside work on electrical transmission lines, switchyards and substations, and outside work in electrical utility distribution systems owned, maintained and operated by electrical utility companies, municipalities, or governmental agencies.

ENGI0001C 05/01/1999

	Rates	Fringes
POWER EQUIPMENT OPERATORS		
CRANES AND ATTACHMENTS		
DREDGING		
TUNNEL AND UNDERGROUND		

This area definition does not apply to piledrivers and steel erectors.
DEL NORTE COUNTY:
AREA 1: All of Del Norte County lying within Township 13N, Range 1E of the Humboldt Meridian.
AREA 2: Remainder of county.

ENGI0001D 05/01/1999

	Rates	Fringes
POWER EQUIPMENT OPERATORS		
CRANES AND ATTACHMENTS		
DREDGING		
TUNNEL AND UNDERGROUND		

These area definitions do not apply to piledrivers and steel erectors.
HUMBOLDT COUNTY:
AREA 1:
All of Humboldt County within the following lines:
Beginning at the point of intersection of the Pacific Ocean with the northerly line of Township 12 North,
Thence easterly to the northeast corner of Township 12N, Range 1E,
Thence southerly to the northwest corner of Township 9N, Range 2E,
Thence easterly to the northeast corner of Township 9N, Range 3E,
Thence southerly to the northwest corner of Township 7N, Range 4E,
Thence easterly to the northeast corner of Township 7N, Range 5E,
Thence southerly to the southeast corner of Township 6N, Range 5E,
Thence westerly to the northeast corner of Township 5N,

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        Range 3E,
      Thence southerly to the northeast corner of Township 4S,
        Range 3E,
      Thence easterly to the northeast corner of Township 4S,
        Range 4E,
      Thence southerly to the intersection of the easterly line
        of Township 5S, Range 4E, with the southerly line of
        Humboldt County,
      Thence westerly along said county line to the westerly line
        of Township 5S, Range 3E,
      Thence northerly and leaving said county line to the
        southeast corner of Township 2S, Range 2E,
      Thence westerly to the southwest corner of Township 2S,
        Range 2E,
      Thence northerly to the southeast corner of Township 1N,
        Range 1E,
      Thence westerly along the southerly line of Township 1N to
        the intersection of the Pacific Ocean,
      Thence northerly along the Pacific Ocean to the point of
        beginning.
  AREA 2: Remainder of county.
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     ENGI0001E  05/01/1999
                                        Rates           Fringes
POWER EQUIPMENT OPERATORS
CRANES AND ATTACHMENTS
DREDGING
TUNNEL AND UNDERGROUND
These area definitions do not apply to piledrivers and steel
erectors.
LAKE COUNTY:
  AREA 1:
    All of Lake County within the following lines:
      Beginning at the point of intersection of the westerly line
        of Lake County with the northerly line of Township 16N,
        Range 10W,
      Thence easterly to the northeast corner of Township 16N,
        Range 9W,
      Thence southerly to the southeast corner of Township 16N,
        Range 9W,
      Thence easterly to the southeast corner of Township 16N,
        Range 7W,
      Thence northerly to the intersection of the easterly line
        of Lake County,
      Thence southerly along said county line to the intersection
        of the easterly line of Sonoma County,
      Thence northerly along the westerly line of Lake County to
        the point of beginning.
  AREA 2: Remainder of county.
----------------------------------------------------------------
     ENGI0001F  05/01/1999
                                        Rates           Fringes
POWER EQUIPMENT OPERATORS
CRANES AND ATTACHMENTS
DREDGING
TUNNEL AND UNDERGROUND
These area definitions do not apply to piledrivers and steel
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erectors.
MENDOCINO COUNTY:
AREA 1:
All of Mendocino County within the following lines:
Beginning at the point of intersection of the easterly line of Township 11N, Range 13W with the southerly line of Mendocino County,
Thence northerly to the northeast corner of Township 11N, Range 13W,
Thence westerly to the southwest corner of Township 12N, Range 13W,
Thence northerly to the northwest corner of Township 12N, Range 13W,
Thence westerly to the southwest corner of Township 13N, Range 14W,
Thence northerly to the southeast corner of Township 14N, Range 15W,
Thence westerly to the southwest corner of Township 14N, Range 15W,
Thence northerly to the northwest corner of Township 18N, Range 15W,
Thence easterly to the northeast corner of Township 18N, Range 12W,
Thence southerly to the northeast corner of Township 16N, Range 12W,
Thence easterly along the northerly line of Township 16N to the intersection of the easterly line of Mendocino County,
Thence southerly along said county line to the southeast corner of said county,
Thence westerly along said county line to the point of beginning.
AREA 1 also includes that portion of Mendocino County lying within the following townships:
Township 5S, Range 3E
Township 5S, Range 4E of the Humboldt Meridian.
AREA 2: Remainder of county.

ENGI0003B 07/01/1999

	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
DREDGING: CLAMSHELL & DIPPER DREDGING;		
HYDRAULIC SUCTION DREDGING:		
AREA 1:		
Lever person/operator	32.79	11.16
Dredge dozer; Heavy duty repair person/welder	27.83	11.16
Booster pump operator; Deck engineer; Deck mate; Dredge tender; Winch operator	26.71	11.16
Barge person; Deckhand; Fire person; Leveehand; Oiler	23.41	11.16
AREA 2:		
Lever person/operator	34.79	11.16
Dredge dozer; Heavy duty repair person/welder	29.83	11.16
Booster pump operator; Deck		

engineer; Deck mate; Dredge tender; Winch operator	28.71	11.16
Barge person; Deckhand; Fire-person; Levee hand; Oiler	25.41	11.16

ENGI0003X 07/01/1999

	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
TUNNEL AND UNDERGROUND WORK:		
AREA 1:		
UNDERGROUND:		
GROUP 1-A	30.29	12.59
GROUP 1	27.82	12.59
GROUP 2	26.56	12.59
GROUP 3	25.23	12.59
GROUP 4	24.09	12.59
GROUP 5	22.95	12.59
SHAFTS, STOPES AND RAISES:		
GROUP 1-A	30.39	12.59
GROUP 1	27.92	12.59
GROUP 2	26.66	12.59
GROUP 3	25.33	12.59
GROUP 4	24.19	12.59
GROUP 5	23.05	12.59
AREA 2:		
UNDERGROUND:		
GROUP 1-A	32.29	12.59
GROUP 1	29.82	12.59
GROUP 2	28.56	12.59
GROUP 3	27.23	12.59
GROUP 4	26.09	12.59
GROUP 5	24.95	12.59
SHAFTS, STOPES AND RAISES:		
GROUP 1-A	32.39	12.59
GROUP 1	29.92	12.59
GROUP 2	28.66	12.59
GROUP 3	27.33	12.59
GROUP 4	26.19	12.59
GROUP 5	25.05	12.59

FOOTNOTE:

Work suspended by ropes or cables, or work on a Yo-Yo Cat: $.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson/welder; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting machine operator; Motor person

GROUP 5: Bit sharpener; Brake person; Combination mixer and compressor (gunite); Compressor operator; Oiler (assistant to engineer); Pump operator; Slusher operator

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ENGI0004N 07/01/1999

	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
AREA 1:		
GROUP 1	31.82	12.59
GROUP 2	30.29	12.59
GROUP 3	28.81	12.59
GROUP 4	27.43	12.59
GROUP 5	26.16	12.59
GROUP 6	24.84	12.59
GROUP 7	23.70	12.59
GROUP 8	22.56	12.59
GROUP 8-A	20.35	12.59
AREA 2:		
GROUP 1	33.82	12.59
GROUP 2	32.29	12.59
GROUP 3	30.81	12.59
GROUP 4	29.43	12.59
GROUP 5	28.16	12.59
GROUP 6	26.84	12.59
GROUP 7	25.70	12.59
GROUP 8	24.56	12.59
GROUP 8-A	22.35	12.59
POWER EQUIPMENT OPERATORS - ALL CRANES AND ATTACHMENTS:		
AREA 1:		
GROUP 1	32.70	12.59
Truck crane oiler	25.73	12.59
Oiler	23.44	12.59
GROUP 2	30.94	12.59
Truck crane oiler	25.47	12.59
Oiler	23.23	12.59
GROUP 3	29.20	12.59
Truck crane oiler	25.23	12.59
Hydraulic	24.84	12.59
Oiler	22.95	12.59
AREA 2:		
GROUP 1	34.70	12.59
Truck crane oiler	27.73	12.59
Oiler	25.44	12.59
GROUP 2	32.94	12.59
Truck crane oiler	27.47	12.59
Oiler	25.23	12.59
GROUP 3	31.20	12.59
Truck crane oiler	27.23	12.59
Hydraulic	26.84	12.59
Oiler	24.95	12.59
POWER EQUIPMENT OPERATORS - PILEDRIVERS:		
GROUP 1	33.04	12.59
Truck crane oiler	26.06	12.59
Oiler	23.78	12.59
GROUP 2	31.22	12.59
Truck crane oiler	25.81	12.59
Oiler	23.51	12.59
GROUP 3	29.54	12.59
Truck crane oiler	25.52	12.59
Oiler	23.29	12.59
GROUP 4	27.77	12.59
GROUP 5	25.13	12.59

GROUP 6	22.90	12.59
POWER EQUIPMENT OPERATORS - STEEL ERECTORS:		
GROUP 1	33.67	12.59
Truck crane oiler	26.35	12.59
Oiler	24.12	12.59
GROUP 2	31.90	12.59
Truck crane oiler	26.13	12.59
Oiler	23.85	12.59
GROUP 3	30.42	12.59
Truck crane oiler	25.86	12.59
Hydraulic	25.47	12.59
Oiler	23.63	12.59
GROUP 4	28.40	12.59
GROUP 5	27.10	12.59

FOOTNOTE:

Work suspended by ropes or cables, or work on a Yo-Yo Cat: $.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine; Crane mounted continuous flight tie back machine; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull-type elevating loader; Gradesetter, grade checker (mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber-tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to

apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom-type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self-propelled pipeline wrapping machine; Soils & materials tester; Tractor

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing mahcine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck-type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator; Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader - Bobcat 743

series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe - trencher)

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons; Boom truck or dual purpose A-frame truck, non-rotating, over 15 tons

POWER EQUIPMENT OPERATORS - PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

POWER EQUIPMENT OPERATORS - STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

IRON0001A 07/01/1999

	Rates	Fringes
IRONWORKERS:		
Fence erector	23.29	13.83
Ornamental, reinforcing and structural	24.18	13.83

LABO0067L 12/01/1998

	Rates	Fringes

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ASBESTOS REMOVAL LABORER              10.58          4.13
SCOPE OF WORK:
 Covers site mobilization; initial site clean-up; site
 preparation; removal of asbestos-containing materials from walls
 and ceilings; or from pipes, boilers and mechanical systems only
 if they are being scrapped; encapsulation, enclosure and
 disposal of asbestos-containing materials by hand or with
 equipment or machinery; scaffolding; fabrication of temporary
 wooden barriers; and assembly of decontamination stations.
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     LABO0067M  07/01/1998
                                      Rates          Fringes
LABORERS:
  Construction specialist group       20.81          7.08
  GROUP 1                             20.11          7.08
  GROUP 1-a                           20.33          7.08
  GROUP 1-b: see note below
  GROUP 1-c                           20.16          7.08
  GROUP 1-d: see note below
  GROUP 1-e                           20.66          7.08
  GROUP 1-f                           20.69          7.08
  GROUP 2                             19.96          7.08
  GROUP 3                             19.86          7.08
  GROUP 4                             13.55          7.08
See groups 1-b and 1-d under laborer classifications.
GUNITE LABORERS:
  GROUP 1                             21.07          7.08
  GROUP 2                             20.57          7.08
  GROUP 3                             19.98          7.08
  GROUP 4                             19.86          7.08
WRECKING WORK:
  GROUP 1                             20.11          7.08
  GROUP 2                             19.96          7.08
  GROUP 3                             13.55          7.08
GARDENERS, HORTICULTURAL AND LANDSCAPE
  LABORERS:
   New construction                   19.86          7.08
   Establishment warranty period      13.55          7.08
TUNNEL AND SHAFT LABORERS:
  GROUP 1                             25.47          7.08
  GROUP 2                             25.24          7.08
  GROUP 3                             24.99          7.08
  GROUP 4                             24.72          7.08
  GROUP 5                             24.54          7.08
  GROUP 6                             24.00          7.08
FOOTNOTE:
  Laborers working off or with or from bos'n chairs, swinging
scaffolds, belts (not applicable to workers entitled to receive
the wage rate set forth in Group 1-a): $0.25 per hour additional.
                    LABORER CLASSIFICATIONS
CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker;
Chainsaw; Laser beam in connection with laborers' work; Masonry
and plasterer tender; Cast-in-place manhole form setter;
Pressure pipelayer; Davis trencher - 300 or similar type (and
all small trenchers); Blaster; Diamond driller; Multiple unit
drill; Hydraulic drill
GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and
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similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar ype; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes, shall receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds (underground structures). All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the

final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.
GROUP 1-f: Wire winding machine in connection with guniting or shot crete
GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches
GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)
GROUP 4: All clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural nozzle operator
GROUP 2: Nozzle operator (including gun, pot); Ground person
GROUP 3: Rebound
GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)
GROUP 2: Semi-skilled wrecker (salvaging of other building materials)
GROUP 3: General laborer (includes all clean-up work, loading lumber, loading and burning of debris)

TUNNEL AND SHAFT LABORER CLASSIFICATIONS

GROUP 1: Diamond driller; Ground person; Gunite and shotcrete nozzle operator
GROUP 2: Rod person; Shaft work & raise (below actual or excavated ground level)
GROUP 3: Bit grinder; Blaster, driller, powder person - heading; Cherry picker operator - where car is lifted; Concrete finisher in tunnel; Concrete screed person; Grout pump operator and pot

person; Gunite & shotcrete gun person & pot person; Header person; High pressure nozzle operator; Miner - tunnel, including top and bottom person on shaft and raise work; Nipper; Nozzle operator on slick line; Sandblaster - pot person
GROUP 4: Steel form raiser and setter; Timber person, retimber person (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powder person - primer house
GROUP 5: Vibrator operator, pavement breaker; Bull gang - muckers, track person; Concrete crew - includes rodding and spreading
GROUP 6: Dump person (any method); Grout crew; Rebound person; Swamper

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LABO0139A 07/01/1999

	Rates	Fringes
BRICK TENDER	23.70	4.55

FOOTNOTE:
Refractory work where heat-protective clothing is required: $2.00 per hour additional.

PAIN0008D 07/01/1999

	Rates	Fringes
LAKE AND MENDOCINO COUNTIES:		
PAINTERS:		
General contracts of $7 million and under	20.75	6.85
General contracts over $7 million,	23.36	6.85

PAIN1034C 06/01/1993

	Rates	Fringes
DEL NORTE AND HUMBOLDT COUNTIES:		
PAINTERS:		
Brush & Roller	13.35	2.94
Sandblaster, spray, structural steel & swing stage	13.60	2.94

PAIN1176A 04/01/1998

	Rates	Fringes
PARKING LOT STRIPING/HIGHWAY MARKING:		
GROUP 1 & GROUP 4	22.21	6.36
GROUP 2	21.10	6.36
GROUP 3 & GROUP 5	18.88	6.36
Service Person (maintenance and repair of equipment)	13.33	5.87
Parking Lot, Game Court and Playground Installer	13.80	5.87

PARKING LOT STRIPING / HIGHWAY MARKING CLASSIFICATIONS
GROUP 1: STRIPER: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape traffic stripes and markings
GROUP 2: TRAFFIC DELINEATING DEVICE APPLICATOR: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices; includes all related surface preparation (sandblasting, waterblasting, grinding) as part of the application process

GROUP 3: TRAFFIC SURFACE ABRASIVE BLASTER: Removal of traffic lines and markings; preparation of surface for coatings and traffic control devices
GROUP 4: TRAFFIC PROTECTIVE DELINEATING SYSTEMS INSTALLER: Removes, relocates, installs permanently affixed roadside and parking delineation barricades, fencing, guard rail, cable anchor, retaining walls, reference signs, and monument markers
GROUP 5: TRAFFIC CONTROLPERSON: Sole function is to control and direct traffic through both conventional and moving lane closures

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PLAS0001D 06/28/1999

	Rates	Fringes
CEMENT MASONS:		
Cement mason	22.35	9.46
Swing or slip form scaffolds; Mastic, magnesite, gypsum, epoxy, polyester, resin and all composition	23.10	9.46

PLUM0038D 07/01/1998

	Rates	Fringes
LAKE AND MENDOCINO COUNTIES:		
PLUMBER	36.05	13.93
LANDSCAPE/IRRIGATION FITTER	27.32	10.60

PLUM0355E 07/01/1999

	Rates	Fringes
DEL NORTE AND HUMBOLDT COUNTIES:		
LANDSCAPE FITTER; UNDERGROUND UTILITY WORKER	22.00	4.90

PLUM0471A 07/01/1993

	Rates	Fringes
DEL NORTE AND HUMBOLDT COUNTIES:		
PLUMBER & STEAMFITTER	17.89	11.82

SHEE0104P 06/01/1998

	Rates	Fringes
DEL NORTE AND HUMBOLDT COUNTIES:		
SHEET METAL WORKER (does not include metal deck and siding)	20.96	8.64

SHEE0104Q 07/01/1998

	Rates	Fringes
LAKE AND MENDOCINO COUNTIES:		
SHEET METAL WORKER	35.11	12.56

TEAM0094B 06/16/1999

	Rates	Fringes
TRUCK DRIVERS:		
GROUP 1	21.06	11.46
GROUP 2	21.36	11.46
GROUP 3	21.66	11.46
GROUP 4	22.01	11.46
GROUP 5	22.36	11.46

FOOTNOTES:
Articulated dump truck; Bulk cement spreader (with or without

auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.

Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuelperson; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Vacuum trucks, under 7,500 gals.; Single unit (flat rack 3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck, jumbo; Winch truck and "A" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carrier; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 35 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks, 7,500 gals. and over; Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self-propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Truck repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 35 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men or materials); DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler

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

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

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

BRS Document Viewer
General Decision Number CA000009

General Decision Number CA000009
Superseded General Decision No. CA990009
State: California Construction Type:
BUILDING
DREDGING
HEAVY
HIGHWAY
County(ies):

ALPINE	MODOC	SISKIYOU
AMADOR	NAPA	SOLANO
BUTTE	NEVADA	SONOMA
COLUSA	PLACER	SUTTER
EL DORADO	PLUMAS	TEHAMA
GLENN	SACRAMENTO	TRINITY
LASSEN	SHASTA	YOLO
MARIN	SIERRA	YUBA

BUILDING CONSTRUCTION PROJECTS; DREDGING CONSTRUCTION PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); AND HIGHWAY CONSTRUCTION PROJECTS
AMADOR COUNTY:
BUILDING CONSTRUCTION:
See wage data group ID no. SUCA1002A, only.

Modification Number	Publication Date
0	02/11/2000
1	03/03/2000
2	04/14/2000
3	04/28/2000

COUNTY(ies):

ALPINE	MODOC	SISKIYOU
AMADOR	NAPA	SOLANO
BUTTE	NEVADA	SONOMA
COLUSA	PLACER	SUTTER
EL DORADO	PLUMAS	TEHAMA
GLENN	SACRAMENTO	TRINITY
LASSEN	SHASTA	YOLO
MARIN	SIERRA	YUBA

ASBE0016A 08/01/1999

	Rates	Fringes
INSULATOR/ASBESTOS WORKER Includes the application of all insulating materials, protective coverings, coatings, and finishings to all types of mechanical systems	36.13	7.41

ASBE0016H 05/01/1999

	Rates	Fringes
MARIN AND NAPA COUNTIES: ASBESTOS REMOVAL WORKER/ HAZARDOUS MATERIAL HANDLER Includes preparation, wetting, stripping, removal, scrapping,		

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  vacuuming, bagging and disposing
  of all insulation materials from
  mechanical systems, whether they
  contain asbestos or not             22.01           4.28
-----------------------------------------------------------------
 ASBE0016I  05/01/1999
                                    Rates           Fringes
ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC,
NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU,
SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES:
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             22.01           4.28
-----------------------------------------------------------------
 BOIL0092A  10/01/1999
                                    Rates           Fringes
BOILERMAKER                          29.56           9.81
TUBE WELDER                          31.06           9.81
-----------------------------------------------------------------
 BRCA0003B  08/01/1998
                                    Rates           Fringes
MARBLE FINISHER                      21.12           4.97
-----------------------------------------------------------------
 BRCA0003E  07/01/1999
                                    Rates           Fringes
ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC,
NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SUTTER,
TEHAMA, YOLO AND YUBA COUNTIES:
BRICKLAYER                           24.45           7.05
FOOTNOTES:
  Underground work such as tunnel work, sewer work, manholes,
catch basins, sewer pipes and telephone conduit shall be paid
$5.00 per day above the regular wage.
  In addition to the daily allowance specified in the preceding
sentence, all employees working in direct contact with raw sewage
shall receive an additional allowance of $2.50 per day above the
regular wage.
  Fifty cents ($0.50) per hour extra will be allowed for
operating a saw or grinder, provided such work is for the major
portion of the day.
  A gunite nozzle person shall receive $1.00 per hour above the
journeyman wage rate.
  On one or two-person light-duty swinging scaffolds, from and
including the seventh floor to the sky, $10.00 per day over and
above the regular wage shall be paid.  The floors shall be
determined by the number on the elevator identity or floor
identity.
-----------------------------------------------------------------
 BRCA0003F  07/01/1999
                                    Rates           Fringes
MARIN, NAPA, SISKIYOU, SOLANO, SONOMA AND TRINITY COUNTIES:
BRICKLAYER                           29.45           9.75
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FOOTNOTES:
Underground work such as tunnel work, sewer work, manholes, catch basins, sewer pipes and telephone conduit: $5.00 per day additional.
Additionally, for work in direct contact with raw sewage: $2.50 per day additional.
Operating a saw or grinder: $0.50 per hour additional.
Gunite nozzle person: $1.00 per hour additional.
On one or two person light duty swinging scaffolds, from and including the seventh floor to the sky (floors to be determined by the number on the elevator identity or floor identity): $10.00 per day additional.

BRCA0003P 07/01/1999

	Rates	Fringes
TERRAZZO WORKER	29.33	5.70
TERRAZZO FINISHER	15.56	5.02

FOOTNOTE:
Base machine operator: $.75 per hour additional.

BRCA0003S 04/01/1998

	Rates	Fringes
ALPINE, AMADOR, MARIN, NAPA, SISKIYOU, SOLANO AND TRINITY COUNTIES:		
TILE SETTER	25.03	7.60
TILE FINISHER	13.06	5.27
SONOMA COUNTY:		
TILE SETTER	21.82	7.60
TILE FINISHER	12.06	5.27

BRCA0003X 08/01/1998

	Rates	Fringes
ALPINE, AMADOR, MARIN, NAPA, SISKIYOU, SOLANO, SONOMA AND TRINITY COUNTIES:		
MARBLE SETTER	25.89	12.92

BRCA0003Y 08/01/1998

	Rates	Fringes
BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES:		
MARBLE SETTER	24.94	4.35

BRCA0029A 04/02/1993

	Rates	Fringes
BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS SACRAMENTO, SHASTA, SIERRA, SUTTER,TEHAMA, YOLO,AND YUBA COUNTIES		
TILE SETTER	24.98	5.03
TILE FINISHER	15.00	2.40

CARP0003L 08/01/1998

	Rates	Fringes
MARIN, NAPA, SOLANO AND SONOMA COUNTIES:		
DRYWALL INSTALLER/LATHER	26.00	9.725
DRYWALL STOCKER/SCRAPPER	13.00	5.255
REMAINDER OF COUNTIES:		

DRYWALL INSTALLER/LATHER	22.02	9.725
DRYWALL STOCKER/SCRAPPER	11.01	5.255

CARP0012B 09/01/1993

	Rates	Fringes
ALPINE AND AMADOR COUNTIES:		
TILE FINISHER	12.80	3.12

CARP0034A 07/01/1996

	Rates	Fringes
DIVERS:		
Diver standby	25.95	12.955
Diver wet pay	37.20	12.955
Tender	25.95	12.955
Saturation diver	45.80	12.955
Manned submersible	45.80	12.955
Manifold operator/life support Technician	29.55	12.955
Remote controlled vehicle- remote operated vehicle pilot	25.95	12.955
Bell winch operator	25.95	12.955

DEPTH PAY (Surface Diving):

50 to 100 ft	$1.32/ft
100 to 150 ft	$66.00 + $1.85/ft
150 to 200 ft	$158.00 + $2.65/ft
200 ft and over	$291.00 + $3.00/ft

CARP0034B 07/01/1997

	Rates	Fringes
ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES:		
PILEDRIVER	24.95	12.765
PILEDRIVER - BRIDGE BUILDER	22.43	10.165
MARIN, NAPA, SOLANO AND SONOMA COUNTIES:		
PILEDRIVER	24.95	12.765
PILEDRIVER - BRIDGE BUILDER	25.91	10.165

CARP0035C 07/01/1999

	Rates	Fringes
ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO,AND YUBA COUNTIES		
CARPENTER	22.52	10.935
HARDWOOD FLOORLAYER; SHINGLER; POWER SAW OPERATOR; STEEL SCAFFOLD AND STEEL SHORING ERECTOR; SAW FILER	22.67	10.935
BRIDGE BUILDERS	23.52	10.935
MILLWRIGHT	23.17	12.395
MARIN, NAPA, SOLANO AND SONOMA COUNTIES		
CARPENTER	27.00	10.935
HARDWOOD FLOOR LAYER; SHINGLER; POWER SAW OPERATOR; STEEL SCAFFOLD AND STEEL SHORING ERECTOR; SAW FILER	27.15	10.935
BRIDGE BUILDERS	27.00	10.935

MILLWRIGHT	27.00	12.395

FOOTNOTE: Effective 7/1/99 new projects public or private, vaulued at twenty five million dollars or more shall be paid at thr MARIN, NAPA, SOLANO AND SONOMA COUNTIES counties rate.

CARP0035H 07/01/1999

	Rates	Fringes
MODULAR FURNITURE INSTALLER	16.87	7.465

ELEC0006B 12/01/1999

	Rates	Fringes
COMMUNICATIONS AND SYSTEMS WORK:		
Communications and Systems Installer	21.32	3%+4.10
Communications and Systems Technician	24.28	3%+4.10

SCOPE OF WORK:
Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access; excluding energy management systems.
In the Counties of Fresno, Kings and Madera, fire alarm work shall be performed at the current inside wireman total cost package.

ELEC0077D 02/01/2000

	Rates	Fringes
MODOC AND SISKIYOU COUNTIES:		
LINE CONSTRUCTION AND OUTSIDE UTILITY TRANSMISSION WORK:		
Cable splicer, lead pole sprayer	29.41	3.5% + 6.85
Line technician, pole sprayer, heavy line equipment operator, line welder	26.52	3.5% + 6.85
Line equipment operator	22.86	3.5% + 5.10
Head ground person, powder worker, jackhammer operator	19.95	3.5% + 5.10
Ground person	18.74	3.5% + 5.10
Tree trimmer	20.57	3.5% + 5.10
Tree trimmer ground person	11.04	3.5% + 5.10

ELEC0180A 08/01/1999

	Rates	Fringes
NAPA AND SOLANO COUNTIES:		
ELECTRICIANS:		
Electrician	29.05	3% + 7.12
Cable splicer	32.68	3% + 7.12

ELEC0180B 06/01/1996

	Rates	Fringes
NAPA AND SOLANO COUNTIES		
LINE CONSTRUCTION:		
Line Technician	27.37	3%+6.00
Heavy Equipment Operator	23.26	3%+6.00
Truck Driver; Ground Person	20.53	3%+6.00

ELEC0340C 06/01/1996

	Rates	Fringes
ALPINE, AMADOR, COLUSA, EL DORADO, NEVADA, PLACER, SACRAMENTO, SIERRA, SUTTER, YOLO, AND YUBA COUNTIES		
ELECTRICAL SUBCONTRACTS $5 MILLION AND OVER:		
Electrician	25.23	3%+7.30
Cable splicer	27.75	3%+7.30
Tunnel work	25.48	3%+7.30
ELECTRICAL SUBCONTRACTS UNDER $5 MILLION:		
Electrician	24.59	3%+6.05
Cable splicer	27.05	3%+6.05
Tunnel work	24.84	3%+6.05

ELEC0442A 06/01/1996

	Rates	Fringes
BUTTE, GLENN, MODOC, PLUMAS, SHASTA, SISKIYOU, TEHAMA, AND TRINITY COUNTIES		
ELECTRICIANS:		
Electricians	20.00	3%+6.25
Cable splicers	22.00	3%+6.25
Tunnel work	21.00	3%+6.25

ELEC0442B 06/01/1996

	Rates	Fringes
BUTTE, GLENN, PLUMAS, SHASTA, TEHAMA, AND TRINITY COUNTIES		
LINE CONSTRUCTION:		
Line technician	20.00	3%+6.25
Cable splicer	22.00	3%+6.25
Ground person	16.00	3%+6.25

ELEC0442C 06/01/1996

	Rates	Fringes
LASSEN COUNTY (Sierra Army Depot, Herlong):		
ELECTRICIANS:		
Electrician	26.00	3%+6.25
Cable splicer	28.60	3%+6.25
REMAINDER OF LASSEN COUNTY:		
ELECTRICIANS:		
Electrician	20.00	3%+6.25
Cable Splicer	22.00	3%+6.25
Tunnel Work	21.00	3%+6.25

ELEC0442E 06/01/1996

	Rates	Fringes
LASSEN COUNTY (Sierra Army Depot - Herlong)		
LINE CONSTRUCTION:		
Line Technician	26.00	3%+6.25
Cable Splicer	28.60	3%+6.25

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  Ground Person                        20.80           3%+6.25
 LASSEN COUNTY (Remainder)
  LINE CONSTRUCTION:
Line Technician                   20.00           3%+6.25
Cable Splicer                     22.00           3%+6.25
Ground Person                     16.00           3%+6.25
-----------------------------------------------------------------
 ELEC0551B  01/01/1996
                                     Rates           Fringes
MARIN AND SONOMA COUNTIES
 LINE CONSTRUCTION:
  Line Technician                      23.51           3%+8.45
  Cable Splicer                        25.39           3%+8.45
  Heavy Equipment Operator             21.16           3%+8.035
  Ground Person                        18.81           3%+7.62
-----------------------------------------------------------------
 ELEC0551G  07/01/1997
                                     Rates           Fringes
MARIN AND SONOMA COUNTIES
 ELECTRICIAN                           25.00           3%+8.26
-----------------------------------------------------------------
 ELEC1245A  06/01/1999
                                     Rates           Fringes
LINE CONSTRUCTION AND OUTSIDE UTILITY TRANSMISSION WORK:
  Line worker; Cable splicer           30.39           4.5% + 6.78
  Powder worker                        28.87           4.5% + 6.54
  Ground person                        19.75           4.5% + 6.50
  Equipment specialist (operates
 crawler tractors, commercial
 motor vehicles, backhoes,
 trenchers, cranes (50 tons and
 below), and overhead and
 underground distribution line
 equipment)                        25.83           4.5% + 6.50
  Line worker, welding                 31.91           4.5% + 7.02
SCOPE OF WORK:
  All outside work on electrical transmission lines, switchyards
and substations, and outside work in electrical utility
distribution systems owned, maintained and operated by electrical
utility companies, municipalities, or governmental agencies.
-----------------------------------------------------------------
 ELEV0008A  08/01/1999
                                     Rates           Fringes
ELEVATOR MECHANIC                      40.955          6.935
FOOTNOTE:
  Vacation Pay: 8% with 5 or more years of service, 6% for 6
months to 5 years service.  Paid Holidays: New Years Day,
Memorial Day, Independence Day, Labor Day, Thanksgiving Day and
Friday after, and Christmas Day.
-----------------------------------------------------------------
 ENGI0001B  05/01/1999
                                     Rates           Fringes
POWER EQUIPMENT OPERATORS
CRANES AND ATTACHMENTS
DREDGING
TUNNEL AND UNDERGROUND
These areas do not apply to piledrivers and steel erectors.
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AREA 1: BUTTE, MARIN, NAPA, SACRAMENTO, SOLANO, SUTTER, YOLO AND YUBA COUNTIES
AREA 2: MODOC COUNTY
The remaining counties are split between Area 1 and Area 2 as noted below:
ALPINE COUNTY:
AREA 1: Area within the line beginning at the northernmost point of Alpine County at the intersection of the California/Nevada state boundary,
Thence southeasterly along the state boundary to the intersection of the northerly line of Township 10N, Range 21E,
Thence westerly to the intersection of said county line and the northerly line of Township 10N, Range 18E,
Thence northerly along said county line to the point of beginning.
AREA 2: Remainder of Alpine County.
AMADOR COUNTY:
AREA 1: Area lying westerly of the east line of Range 14E.
AREA 2: Area lying easterly of the east line of Range 14E.
COLUSA COUNTY:
AREA 1: Area lying easterly of the east line of the following townships: Township 16N, Range 7W; Township 17N, Range 7W; Township 18N, Range 7W.
AREA 2: Remainder of Colusa County.
EL DORADO COUNTY:
AREA 1: Beginning at the point of intersection of the northerly line of El Dorado County with the easterly line of Range 10E,
Thence southwesterly along said county line to the southwest corner of said county,
Thence easterly along said county line to the intersection of the easterly line of Township 8N, Range 14#,
Thence northerly to the northeast corner of Township 10N, Range 14E,
Thence easterly along the 2nd standard parallel north to the intersection of the easterly line of said county,
Thence northerly along said county line to the California/Nevada State Border,
Thence northerly along said border to the northerly line of said county,
Thence westerly along the county line to the intersection with the easterly line of Township 14N, Range 14E,
Thence southerly to the southeast corner of Township 14N, Range 14E,
Thence easterly to the northeast corner of Township 13N, Range 15E,
Thence southerly to the southeast corner of Township 13N, Range 15E,
Thence easterly to the northeast corner of Townshp 12N, Range 16E,
Thence southerly to the southeast corner of Township 12N, Range 16E,
Thence westerly to the southeast corner of Township 12N, Range 10E,
Thence northerly along the township line to the point of

beginning.
AREA 2: Remainder of El Dorado County.
GLENN COUNTY:
AREA 1: Area lying easterly of the east line of the following townships: Township 18N, Range 7W; Township 19N, Range 7W; Township 20N, Range 7W; Township 21N, Range 7W.
AREA 2: Remainder of Glenn County.
LASSEN COUNTY:
AREA 1: Area lying within the following townships: Township 27N, Range 8E; Township 28N, Range 8E; Township 30N, Range 6E; Township 31N, Range 6E; township 32N, Range 6E.
AREA 2: Remainder of Lassen County.
NEVADA COUNTY:
AREA 1: Area lying south and west of the following described line:
Beginning at the point of intersection of the northerly line of Nevada County with the easterly line of Township 18N, Range 10E,
Thence southerly to the southeast corner of Township 18N, Range 10E,
Thence easterly along the township line to the northeast corner of Township 17N, Range 14E,
Thence southerly to the northwest corner of Township 17N, Range 15E,
Thence easterly along the township line to the intersection of the California/Nevada state border.
AREA 2: Remainder of Nevada County.
PLACER COUNTY:
AREA 1: Beginning at the point of intersection of the northerly line of Placer County with the California/Nevada state border,
Thence southwesterly along said county line to the southwest corner of said county,
Thence easterly and northeasterly along said county line to the intersection with the easterly line of Range 10E,
Thence northerly to the northwest corner of Township 15N, Range 11E,
Thence easterly to the northeast corner of Township 15N, Range 11E,
Thence northerly to the northwest corner of Township 16N, Range 12E,
Thence easterly to the northwest corner of Township 16N, Range 12E,
Thence easterly to the northeast corner of Township 16N, Range 14E,
Thence southerly along the range line to the intersection of the southerly line of said county,
Thence easterly along said county line to the California/Nevada state border,
Thence northerly along said border to the point of beginning.
AREA 2: Remainder of Placer County.
PLUMAS COUNTY:
AREA 1: Beginning at the point of intersection of the northerly line of Plumas County with the easterly line of Township 30N, Range 6E,
Thence southerly to the southeast corner of Township 29N,

Range 6E,
Thence easterly to the northeast corner of Township 28N, Range 8E,
Thence southerly to the southeast corner of Township 27N, Range 8E,
Thence westerly to the northeast corner of Township 27N, Range 7E,
Thence southerly to the southwest corner of Township 23N, Range 8E,
Thence easterly to the northeast corner of Township 22N, Range 8E,
Thence southerly to the northwest corner of Township 21N, Range 9E,
Thence easterly to the intersection of the Plumas County line,
Thence southwesterly and northwesterly along said county line to the most northwesterly point of said county,
Thence easterly along said county line to the point of beginning.

AREA 2: Remainder of Plumas County.

SHASTA COUNTY:

AREA 1: Beginning at the intersection of the southerly line of Shasta County with the easterly line of Township 29N, Range 9W,
Thence northerly to the southeast corner of Township 30N, Range 9W,
Thence westerly to the southwest corner of Township 30N, Range 9W,
Thence northerly along the range line to the intersection of said county line,
Thence northerly along said county line to the intersection with the southerly line of Township 35N,
Thence easterly to the southeast corner of Township 35N, Range 7E,
Thence northerly to the northwest corner of Township 37N, Range 6W,
Thence easterly to the northeast corner of Township 37N, Range 6W,
Thence northerly to the northwest corner of Township 38N, Range 5W,
Thence easterly along said county line to the intersection with the easterly line of Township 39S, Range 1W,
Thence southerly to the southeast corner of Township 37N, Range 1W,
Thence easterly to the northeast corner of Township 36N, Range 3E,
Thence southerly to the northwest corner of Township 35N, Range 4E,
Thence easterly to the northeast corner of Township 35N, Range 4E,
Thence southerly to the northwest corner of Township 35N, Range 5E,
Thence easterly to the northeast corner of Township 35N, Range 5E,
Thence southerly to the northwest corner of Township 32N, Range 6E,
Thence easterly to the intersection of said county line and

Township 32N,
Thence southerly and westerly along said county line to the point of beginning.
AREA 2: Remainder of Shasta County.

SIERRA COUNTY:
AREA 1: Area lying southerly and westerly of a line beginning at a point of intersection of the southerly line of said county with the easterly line of Tonwship 18N, Range 10E,
Thence northerly to the northeast corner of Township 20N, Range 10E,
Thence westerly to the southeast corner of Township 21N, Range 9E,
Thence northerly to the northeast corner of Township 21N, Range 9E,
Thence westerly along the township line to the intersection of the northerly line of said county.
AREA 2: Remainder of Sierra County.

SISKIYOU COUNTY:
AREA 1: Beginning at the point of intersection of the southerly line of Siskiyou County with the easterly line of Range 6W,
Thence northerly to the northeast corner of Township 40N, Range 6W,
Thence westerly to the southwest corner of Township 41N, Range 6W,
Thence northerly to the southeast corner of Township 42N, Range 7W,
Thence westerly to the southwest corner of Township 42N, Range 7W,
Thence northerly to the southeast corner of Township 43N, Range 8W,
Thence westerly to the southwest corner of Township 43N, Range 8W,
Thence northerly along the range line to the California/Oregon border,
Thence easterly along the state border to the intersection with the easterly line of Range 5W,
Thence southerly to the northwest corner of Township 42N, Range 4W,
Thence easterly to the northeast corner of Township 42N, Range 4W,
Thence southerly to the southeast corner of Township 41N, Range 4W,
Thence easterly to the northeast corner of Township 40N, Range 2W,
Thence southerly along the range line to the southerly line of said county,
Thence westerly along said county line to the point of beginning.
AREA 2: Remainder of Siskiyou County.

SONOMA COUNTY:
AREA 1: Area lying easterly and southeasterly of the east line of the following townships:
Township 8N, Range 13W
Township 9N, Range 13W
Township 10N, Range 13W
Townshp 11N, Range 13W
AREA 2: Remainder of Sonoma County.

TEHAMA COUNTY:
AREA 1: Area lying easterly of the east line of the following townships:
Township 23N, Range 9W
Township 24N, Range 9W
Township 25N, Range 9W
Township 26N, Range 9W
Township 27N, Range 9W
Township 28N, Range 9W
Township 29N, Range 9W
AREA 2: Remainder of Tehama County.
TRINITY COUNTY:
AREA 1: Area lying easterly of the line beginning at the intersection of the easterly line of Township 30N, Range 10W Mount Diablo Meridian (MDM) with the easterly line of Trinity County,
Thence northerly to the northeast corner of Township 30N, Range 10W MDM,
Thence northerly to the northeast corner of Township 30N, Range 10W MDM,
Thence westerly to the wouthwest corner of Township 31N, Range 10W, MDM,
Thence northerly to the northwest corner of Township 34N, Range 10W MDM,
Thence easterly to the northeast corner of Township 34N, Range 7W, MDM,
Thence northerly to the northwest corner of Township 37N, Range 6W MDM,
Thence easterly to the southwest corner of Township 38N, Range 5W MDM,
Thence northerly to the northeast corner of Township 40N, Range 6W MDM,
Thence westerly to the southwest corner of Township 41N, Range 6W MDM,
Thence northerly to the northwest corner of Township 41N, Range 6W MDM.
Also the area lying westerly of a line beginning at the southeast corner of Township 6N, Range 5E, of the Humboldt Meridian.
AREA 2: Remainder of Trinity County.

ENGI0003B 07/01/1999

	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
DREDGING: CLAMSHELL & DIPPER DREDGING;		
HYDRAULIC SUCTION DREDGING:		
AREA 1:		
Lever person/operator	32.79	11.16
Dredge dozer; Heavy duty repair person/welder	27.83	11.16
Booster pump operator; Deck engineer; Deck mate; Dredge tender; Winch operator	26.71	11.16
Barge person; Deckhand; Fire person; Leveehand; Oiler	23.41	11.16
AREA 2:		
Lever person/operator	34.79	11.16

Dredge dozer; Heavy duty repair person/welder	29.83	11.16
Booster pump operator; Deck engineer; Deck mate; Dredge tender; Winch operator	28.71	11.16
Barge person; Deckhand; Fire-person; Levee hand; Oiler	25.41	11.16

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ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES:

BUILDING CONSTRUCTION:

POWER EQUIPMENT OPERATORS:

	Rates	Fringes
AREA 1:		
GROUP 1	30.40	12.79
GROUP 2	28.95	12.79
GROUP 3	27.55	12.79
GROUP 4	26.22	12.79
GROUP 5	25.01	12.79
GROUP 6	23.74	12.79
GROUP 7	22.65	12.79
GROUP 8	21.57	12.79
GROUP 8-A	19.45	12.79
AREA 2:		
GROUP 1	32.40	12.79
GROUP 2	30.95	12.79
GROUP 3	29.55	12.79
GROUP 4	28.22	12.79
GROUP 5	27.01	12.79
GROUP 6	25.74	12.79
GROUP 7	24.65	12.79
GROUP 8	23.57	12.79
GROUP 8-A	21.45	12.79

POWER EQUIPMENT OPERATORS - ALL CRANES AND ATTACHMENTS:

AREA 1:		
GROUP 1	31.25	12.79
Truck crane oiler	24.59	12.79
Oiler	22.42	12.79
GROUP 2	29.56	12.79
Truck crane oiler	24.35	12.79
Oiler	22.20	12.79
GROUP 3	27.92	12.79
Truck crane oiler	24.11	12.79
Hydraulic	23.74	12.79
Oiler	21.95	12.79
AREA 2:		
GROUP 1	33.25	12.79
Truck crane oiler	26.59	12.79
Oiler	24.42	12.79
GROUP 2	31.56	12.79
Truck crane oiler	26.35	12.79
Oiler	24.20	12.79
GROUP 3	29.92	12.79
Truck crane oiler	26.11	12.79
Hydraulic	25.74	12.79

Oiler	23.95	12.79
POWER EQUIPMENT OPERATORS - PILEDRIVERS:		
GROUP 1	31.56	12.79
Truck crane oiler	24.91	12.79
Oiler	22.74	12.79
GROUP 2	29.85	12.79
Truck crane oiler	24.68	12.79
Oiler	22.49	12.79
GROUP 3	28.24	12.79
Truck crane oiler	24.41	12.79
Oiler	22.26	12.79
GROUP 4	26.54	12.79
GROUP 5	24.04	12.79
GROUP 6	21.90	12.79
POWER EQUIPMENT OPERATORS - STEEL ERECTION:		
GROUP 1	32.19	12.79
Truck crane oiler	25.20	12.79
Oiler	23.06	12.79
GROUP 2	30.48	12.79
Truck crane oiler	24.98	12.79
Oiler	22.81	12.79
GROUP 3	29.09	12.79
Truck crane oiler	24.73	12.79
Hydraulic	24.35	12.79
Oiler	22.58	12.79
GROUP 4	27.16	12.79
GROUP 5	25.91	12.79
HEAVY AND HIGHWAY CONSTRUCTION:		
POWER EQUIPMENT OPERATORS:		
AREA 1:		
GROUP 1	31.82	12.79
GROUP 2	30.29	12.79
GROUP 3	28.81	12.79
GROUP 4	27.43	12.79
GROUP 5	26.16	12.79
GROUP 6	24.84	12.79
GROUP 7	23.70	12.79
GROUP 8	22.56	12.79
GROUP 8-A	20.35	12.79
AREA 2:		
GROUP 1	33.82	12.79
GROUP 2	32.29	12.79
GROUP 3	30.81	12.79
GROUP 4	29.43	12.79
GROUP 5	28.16	12.79
GROUP 6	26.84	12.79
GROUP 7	25.70	12.79
GROUP 8	24.56	12.79
GROUP 8-A	22.35	12.79
POWER EQUIPMENT OPERATORS - ALL CRANES AND ATTACHMENTS:		
AREA 1:		
GROUP 1	32.70	12.79
Truck crane oiler	25.73	12.79
Oiler	23.44	12.79
GROUP 2	30.94	12.79
Truck crane oiler	25.47	12.79
Oiler	23.23	12.79

GROUP 3	29.20	12.79
Truck crane oiler	25.23	12.79
Hydraulic	24.84	12.79
Oiler	22.95	12.79
AREA 2:		
GROUP 1	34.70	12.79
Truck crane oiler	27.73	12.79
Oiler	25.44	12.79
GROUP 2	32.94	12.79
Truck crane oiler	27.47	12.79
Oiler	25.23	12.79
GROUP 3	31.20	12.79
Truck crane oiler	27.23	12.79
Hydraulic	26.84	12.79
Oiler	24.95	12.79
POWER EQUIPMENT OPERATORS - PILEDRIVERS:		
GROUP 1	33.04	12.79
Truck crane oiler	26.06	12.79
Oiler	23.78	12.79
GROUP 2	31.22	12.79
Truck crane oiler	25.81	12.79
Oiler	23.51	12.79
GROUP 3	29.54	12.79
Truck crane oiler	25.52	12.79
Oiler	23.29	12.79
GROUP 4	27.77	12.79
GROUP 5	25.13	12.79
GROUP 6	22.90	12.79
POWER EQUIPMENT OPERATORS - STEEL ERECTORS:		
GROUP 1	33.67	12.79
Truck crane oiler	26.35	12.79
Oiler	24.12	12.79
GROUP 2	31.90	12.79
Truck crane oiler	26.13	12.79
Oiler	23.85	12.79
GROUP 3	30.42	12.79
Truck crane oiler	25.86	12.79
Hydraulic	25.47	12.79
Oiler	23.63	12.79
GROUP 4	28.40	12.79
GROUP 5	27.10	12.79

FOOTNOTE:

Work suspended by ropes or cables, or work on a Yo-Yo Cat: $.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine; Crane mounted continuous flight tie back machine; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Multiple engine scraper (when used as push pull);

Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull-type elevating loader; Gradesetter, grade checker (mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber-tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom-type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self-propelled pipeline wrapping machine; Soils & materials tester; Tractor

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons; Cary lift or similar; Combination slurry

mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing mahcine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck-type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator; Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader - Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe - trencher)

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons; Boom truck or dual purpose A-frame truck, non-rotating, over 15 tons

POWER EQUIPMENT OPERATORS - PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow

piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under
GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder
GROUP 5: Deck engineer
GROUP 6: Deckhand; Fire tender
POWER EQUIPMENT OPERATORS - STEEL ERECTORS
GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons
GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane
GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under
GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder
GROUP 5: Boom cat

ENGI0003E 07/01/1999

	Rates	Fringes
MARIN AND SOLANO COUNTIES:		
POWER EQUIPMENT OPERATORS:		
GROUP 1	31.82	12.59
GROUP 2	30.29	12.59
GROUP 3	28.81	12.59
GROUP 4	27.43	12.59
GROUP 5	26.16	12.59
GROUP 6	24.84	12.59
GROUP 7	23.70	12.59
GROUP 8	22.56	12.59
GROUP 8-A	20.35	12.59
POWER EQUIPMENT OPERATORS - ALL CRANES AND ATTACHMENTS:		
GROUP 1	32.70	12.59
Truck crane oiler	25.73	12.59
Oiler	23.44	12.59
GROUP 2	30.94	12.59
Truck crane oiler	25.47	12.59
Oiler	23.23	12.59
GROUP 3	29.20	12.59
Truck crane oiler	25.23	12.59
Hydraulic	24.84	12.59
Oiler	22.95	12.59
POWER EQUIPMENT OPERATORS - PILEDRIVERS:		
GROUP 1	33.04	12.59
Truck crane oiler	26.06	12.59
Oiler	23.78	12.59
GROUP 2	31.22	12.59
Truck crane oiler	25.81	12.59
Oiler	23.51	12.59
GROUP 3	29.54	12.59
Truck crane oiler	25.52	12.59
Oiler	23.29	12.59
GROUP 4	27.77	12.59
GROUP 5	25.13	12.59
GROUP 6	22.90	12.59
POWER EQUIPMENT OPERATORS - STEEL ERECTORS:		
GROUP 1	33.67	12.59

Truck crane oiler	26.35	12.59
Oiler	24.12	12.59
GROUP 2	31.90	12.59
Truck crane oiler	26.13	12.59
Oiler	23.85	12.59
GROUP 3	30.42	12.59
Truck crane oiler	25.86	12.59
Hydraulic	25.47	12.59
Oiler	23.63	12.59
GROUP 4	28.40	12.59
GROUP 5	27.10	12.59

FOOTNOTE:

Work suspended by ropes or cables, or work on a Yo-Yo Cat: $.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine; Crane mounted continuous flight tie back machine; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull-type elevating loader; Gradesetter, grade checker (mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber-tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar

types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom-type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self-propelled pipeline wrapping machine; Soils & materials tester; Tractor

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing mahcine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck-type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator; Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader - Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe - trencher)

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons; Boom truck or dual purpose A-frame truck, non-rotating, over 15 tons

POWER EQUIPMENT OPERATORS - PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

POWER EQUIPMENT OPERATORS - STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

ENGI0003G 07/01/1999

	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
TUNNEL AND UNDERGROUND WORK:		
AREA 1:		
UNDERGROUND:		
GROUP 1-A	30.29	12.79
GROUP 1	27.82	12.79
GROUP 2	26.56	12.79
GROUP 3	25.23	12.79
GROUP 4	24.09	12.79
GROUP 5	22.95	12.79

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SHAFTS, STOPES AND RAISES:
 GROUP 1-A                          30.39           12.79
 GROUP 1                            27.92           12.79
 GROUP 2                            26.66           12.79
 GROUP 3                            25.33           12.79
 GROUP 4                            24.19           12.79
 GROUP 5                            23.05           12.79
  AREA 2:
UNDERGROUND:
 GROUP 1-A                          32.29           12.79
 GROUP 1                            29.82           12.79
 GROUP 2                            28.56           12.79
 GROUP 3                            27.23           12.79
 GROUP 4                            26.09           12.79
 GROUP 5                            24.95           12.79
SHAFTS, STOPES AND RAISES:
 GROUP 1-A                          32.39           12.79
 GROUP 1                            29.92           12.79
 GROUP 2                            28.66           12.79
 GROUP 3                            27.33           12.79
 GROUP 4                            26.19           12.79
 GROUP 5                            25.05           12.79
FOOTNOTE:
  Work suspended by ropes or cables, or work on a Yo-Yo Cat: $.60
per hour additional.
POWER EQUIPMENT OPERATOR CLASSIFICATIONS
GROUP 1-A: Tunnel bore machine operator, 20' diameter or more
GROUP 1: Heading shield operator; Heavy-duty
repairperson/welder; Mucking machine (rubber tired, rail or track
type); Raised bore operator (tunnels); Tunnel mole bore operator
GROUP 2: Combination slusher and motor operator; Concrete pump
or pumpcrete gun; Power jumbo operator
GROUP 3: Drill doctor; Mine or shaft hoist
GROUP 4: Combination slurry mixer cleaner; Grouting machine
operator; Motor person
GROUP 5: Bit sharpener; Brake person; Combination mixer and
compressor (gunite); Compressor operator; Oiler (assistant to
engineer); Pump operator; Slusher operator
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 ENGI0003N  07/01/1999
                                      Rates           Fringes
AMADOR COUNTY:
HEAVY AND HIGHWAY CONSTRUCTION:
POWER EQUIPMENT OPERATORS:
  AREA 1:
 GROUP 1                            31.82          12.59
 GROUP 2                            30.29          12.59
 GROUP 3                            28.81          12.59
 GROUP 4                            27.43          12.59
 GROUP 5                            26.16          12.59
 GROUP 6                            24.84          12.59
 GROUP 7                            23.70          12.59
 GROUP 8                            22.56          12.59
 GROUP 8-A                          20.35          12.59
  AREA 2:
 GROUP 1                            33.82          12.59
 GROUP 2                            32.29          12.59
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GROUP 3	30.81	12.59
GROUP 4	29.43	12.59
GROUP 5	28.16	12.59
GROUP 6	26.84	12.59
GROUP 7	25.70	12.59
GROUP 8	24.56	12.59
GROUP 8-A	22.35	12.59
POWER EQUIPMENT OPERATORS - ALL CRANES AND ATTACHMENTS:		
AREA 1:		
GROUP 1	32.70	12.59
Truck crane oiler	25.73	12.59
Oiler	23.44	12.59
GROUP 2	30.94	12.59
Truck crane oiler	25.47	12.59
Oiler	23.23	12.59
GROUP 3	29.20	12.59
Truck crane oiler	25.23	12.59
Hydraulic	24.84	12.59
Oiler	22.95	12.59
AREA 2:		
GROUP 1	34.70	12.59
Truck crane oiler	27.73	12.59
Oiler	25.44	12.59
GROUP 2	32.94	12.59
Truck crane oiler	27.47	12.59
Oiler	25.23	12.59
GROUP 3	31.20	12.59
Truck crane oiler	27.23	12.59
Hydraulic	26.84	12.59
Oiler	24.95	12.59
POWER EQUIPMENT OPERATORS - PILEDRIVERS:		
GROUP 1	33.04	12.59
Truck crane oiler	26.06	12.59
Oiler	23.78	12.59
GROUP 2	31.22	12.59
Truck crane oiler	25.81	12.59
Oiler	23.51	12.59
GROUP 3	29.54	12.59
Truck crane oiler	25.52	12.59
Oiler	23.29	12.59
GROUP 4	27.77	12.59
GROUP 5	25.13	12.59
GROUP 6	22.90	12.59
POWER EQUIPMENT OPERATORS - STEEL ERECTORS:		
GROUP 1	33.67	12.59
Truck crane oiler	26.35	12.59
Oiler	24.12	12.59
GROUP 2	31.90	12.59
Truck crane oiler	26.13	12.59
Oiler	23.85	12.59
GROUP 3	30.42	12.59
Truck crane oiler	25.86	12.59
Hydraulic	25.47	12.59
Oiler	23.63	12.59
GROUP 4	28.40	12.59
GROUP 5	27.10	12.59
FOOTNOTE:		

Work suspended by ropes or cables, or work on a Yo-Yo Cat: $.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine; Crane mounted continuous flight tie back machine; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/boxman; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull-type elevating loader; Gradesetter, grade checker (mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber-tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-Place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt; Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom-type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling

equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self-propelled pipeline wrapping machine; Soils & materials tester; Tractor

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt), Chip Seal; Self-propelled automatically applied concrete curing machine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck-type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator; Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader - Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe - trencher)

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and Dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and Dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and Dragline up to and including 1 cu. yd.; Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under; Truck-mounted rotating telescopic boom

type lifting device, Manitex or similar (boom truck) -under 15 tons; Boom truck or dual purpose A-frame truck, non-rotating, over 15 tons

POWER EQUIPMENT OPERATORS - PILEDRIVER CLASSIFICATIONS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

POWER EQUIPMENT OPERATORS - STEEL ERECTOR CLASSIFICATIONS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled Boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons;
Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower Crane

GROUP 3: Crane, 45 tons and under; Self-propelled Boom-type lifting device, 45 tons and under

GROUP 4: Chicago Boom; Forklift, 10 tons and over; Heavy-duty Repair Person/Welder

GROUP 5: Boom Cat

IRON0001N 07/01/1999

	Rates	Fringes
ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, MARIN, MODOC, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES:		
IRONWORKERS:		
Fence erector	23.29	13.83
Ornamental, reinforcing and structural	24.18	13.83

IRON0001W 07/01/1999

	Rates	Fringes
LASSEN COUNTY:		
IRONWORKERS:		
Fence erector	23.29	13.83
Ornamental, reinforcing and structural	24.18	13.83

FOOTNOTE:

Work at Susanville Federal Prison: $3.00 per hour additional.

IRON0001X 07/01/1999

	Rates	Fringes

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SONOMA COUNTY:
IRONWORKERS:
  Fence erector                        23.29          13.83
  Ornamental, reinforcing and
  structural                        24.18          13.83
FOOTNOTE:
  Work at the U.S. Coast Guard - Two Rock: $1.00 per hour
additional.
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 LABO0067C  12/01/1998
                                     Rates           Fringes
ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC,
NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU,
SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES:
ASBESTOS REMOVAL LABORER              10.58           4.13
MARIN AND NAPA COUNTIES:
ASBESTOS REMOVAL LABORER              12.17           4.13
SCOPE OF WORK:
 Covers site mobilization; initial site clean-up; site
 preparation; removal of asbestos-containing materials from walls
 and ceilings; or from pipes, boilers and mechanical systems only
 if they are being scrapped; encapsulation, enclosure and
 disposal of asbestos-containing materials by hand or with
 equipment or machinery; scaffolding; fabrication of temporary
 wooden barriers; and assembly of decontamination stations.
-----------------------------------------------------------------
 LABO0067F  07/01/1999
                                     Rates           Fringes
MARIN COUNTY:
 LABORERS:
  Construction specialist group       22.36           7.44
  GROUP 1                             21.66           7.44
  GROUP 1-a                           21.88           7.44
  GROUP 1-b: see note below
  GROUP 1-c                           21.71           7.44
  GROUP 1-d: see note below
  GROUP 1-e                           22.21           7.44
  GROUP 1-f                           22.24           7.44
  GROUP 2                             21.51           7.44
  GROUP 3                             21.41           7.44
  GROUP 4                             15.10           7.44
See groups 1-b and 1-d under laborer classifications.
GUNITE LABORERS:
  GROUP 1                             22.62           7.44
  GROUP 2                             22.12           7.44
  GROUP 3                             21.53           7.44
  GROUP 4                             21.41           7.44
WRECKING WORK:
  GROUP 1                             21.66           7.44
  GROUP 2                             21.51           7.44
  GROUP 3                             15.10           7.44
GARDENERS, HORTICULTURAL AND LANDSCAPE
 LABORERS:
  New construction                    21.41           7.44
  Establishment warranty period       15.10           7.44
TUNNEL AND SHAFT LABORERS:
  GROUP 1                             26.02           7.44
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GROUP 2	25.79	7.44
GROUP 3	25.54	7.44
GROUP 4	25.27	7.44
GROUP 5	25.09	7.44
GROUP 6	24.55	7.44

FOOTNOTE:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts (not applicable to workers entitled to receive the wage rate set forth in Group 1-a): $0.25 per hour additional.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Masonry and plasterer tender; Cast-in-place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those

sho work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive $5.00 per day above Group 1 wage rates.
GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding
GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.
GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.
GROUP 1-f: Wire winding machine in connection with guniting or shot crete
GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches
GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)
GROUP 4: All clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.
The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural nozzle operator
GROUP 2: Nozzle operator (including gun person, pot person); Rod person; Ground person

GROUP 3: Rebound person
GROUP 4: Gunite laborer
WRECKING WORK LABORER CLASSIFICATIONS
GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)
GROUP 2: Semi-skilled wrecker (salvaging of other building materials)
GROUP 3: General laborer (includes all clean-up work, loading lumber, loading and burning of debris)
TUNNEL AND SHAFT LABORER CLASSIFICATIONS
GROUP 1: Diamond driller; Ground person; Gunite and shotcrete nozzle operator
GROUP 2: Rod person; Shaft work & raise (below actual or excavated ground level)
GROUP 3: Bit grinder; Blaster, driller, powder person - heading; Cherry picker operator - where car is lifted; Concrete finisher in tunnel; Concrete screed person; Grout pump operator and pot person; Gunite & shotcrete gun person & pot person; Header person; High pressure nozzle operator; Miner - tunnel, including top and bottom person on shaft and raise work; Nipper; Nozzle operator on slick line; Sandblaster - pot person
GROUP 4: Steel form raiser and setter; Timber person, retimber person (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powder person - primer house
GROUP 5: Vibrator operator, pavement breaker; Bull gang - muckers, track person; Concrete crew - includes rodding and spreading
GROUP 6: Dump person (any method); Grout crew; Rebound person; Swamper

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LABO0067I 07/01/1999

	Rates	Fringes
ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES:		
LABORERS:		
Construction specialist group	21.36	7.44
GROUP 1	20.66	7.44
GROUP 1-a	20.88	7.44
GROUP 1-b: see note below		
GROUP 1-c	20.71	7.44
GROUP 1-d: see note below		
GROUP 1-e	21.21	7.44
GROUP 1-f	21.24	7.44
GROUP 2	20.51	7.44
GROUP 3	20.41	7.44
GROUP 4	14.10	7.44
See groups 1-b and 1-d under laborer classifications.		
GUNITE LABORERS:		
GROUP 1	21.62	7.44
GROUP 2	21.12	7.44
GROUP 3	20.53	7.44
GROUP 4	20.41	7.44
WRECKING WORK:		
GROUP 1	20.66	7.44

GROUP 2	20.51	7.44
GROUP 3	14.10	7.44
GARDENERS, HORTICULTURAL AND LANDSCAPE		
LABORERS:		
New construction	20.41	7.44
Establishment warranty period	14.10	7.44
TUNNEL AND SHAFT LABORERS:		
GROUP 1	26.02	7.44
GROUP 2	25.79	7.44
GROUP 3	25.54	7.44
GROUP 4	25.27	7.44
GROUP 5	25.09	7.44
GROUP 6	24.55	7.44

FOOTNOTE:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts (not applicable to workers entitled to receive the wage rate set forth in Group 1-a): $0.25 per hour additional.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Masonry and plasterer tender; Cast-in-place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

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GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of

type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes, shall receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds (underground structures). All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: All clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural nozzle operator

GROUP 2: Nozzle operator (including gun, pot); Ground person

GROUP 3: Rebound

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

GROUP 3: General laborer (includes all clean-up work, loading lumber, loading and burning of debris)

TUNNEL AND SHAFT LABORER CLASSIFICATIONS

GROUP 1: Diamond driller; Ground person; Gunite and shotcrete nozzle operator

GROUP 2: Rod person; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powder person - heading; Cherry picker operator - where car is lifted; Concrete finisher in tunnel; Concrete screed person; Grout pump operator and pot person; Gunite & shotcrete gun person & pot person; Header person; High pressure nozzle operator; Miner - tunnel, including top and bottom person on shaft and raise work; Nipper; Nozzle operator on slick line; Sandblaster - pot person

GROUP 4: Steel form raiser and setter; Timber person, retimber person (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powder person - primer house

GROUP 5: Vibrator operator, pavement breaker; Bull gang - muckers, track person; Concrete crew - includes rodding and spreading

GROUP 6: Dump person (any method); Grout crew; Rebound person; Swamper

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LABO0073A 10/01/1998

	Rates	Fringes
ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MARIN, MODOC, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES:		
PLASTERER TENDER	22.36	4.88

LABO0139B 07/01/1999

	Rates	Fringes
NAPA, SOLANO AND SONOMA COUNTIES:		
BRICK TENDER	23.70	4.55

FOOTNOTE:

Refractory work where heat-protective clothing is required: $2.00 per hour additional.

LABO0185C 07/01/1999

	Rates	Fringes

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ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC,
NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU,
SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES:
BRICK TENDER                          22.95          4.55
FOOTNOTE:
  Refractory work where heat-protective clothing is required:
$2.00 per hour additional.
----------------------------------------------------------------
 LABO0291A  07/01/1999
                                     Rates          Fringes
MARIN COUNTY:
BRICK TENDER                          24.70          4.55
FOOTNOTE:
  Refractory work where heat-protective clothing is required:
$2.00 per hour additional.
----------------------------------------------------------------
 PAIN0008F  07/01/1999
                                     Rates          Fringes
MARIN COUNTY:
PAINTERS:
  General contracts of $7 million
 and under                          20.75          6.85
  General contracts over $7 million   23.36          6.85
----------------------------------------------------------------
 PAIN0008J  07/01/1999
                                     Rates          Fringes
SONOMA COUNTY:
PAINTERS:
  General contracts of $7 million
 and under                          20.50          6.85
  General contracts over $7 million,
                             24.11          6.85
----------------------------------------------------------------
 PAIN0012D  02/01/1999
                                     Rates          Fringes
MARIN, NAPA, SOLANO AND SONOMA COUNTIES:
SOFT FLOOR LAYER                      25.00          11.25
----------------------------------------------------------------
 PAIN0016D  01/01/2000
                                     Rates          Fringes
NAPA AND SOLANO COUNTIES:
PAINTERS:
   Brush and roller                 23.10          8.74
   Industrial                       23.35          8.74
----------------------------------------------------------------
 PAIN0016E  08/01/1999
                                     Rates          Fringes
BUTTE AND COLUSA COUNTIES; GLENN COUNTY; LASSEN COUNTY (west of
Hwy. 395, excluding Honey Lake); MARIN, MODOC AND NAPA COUNTIES;
PLUMAS AND SHASTA COUNTIES; SISKIYOU, SOLANO, SONOMA, SUTTER,
TEHAMA, TRINITY AND YUBA COUNTIES; EL DORADO COUNTY (west of the
Sierra Navada Mountains); NEVADA COUNTY (west of the Sierra
Nevada Mountains);  PLACER COUNTY (west of the Sierra Nevada
Mountains); SACRAMENTO COUNTY; SIERRA COUNTY (west of the
Sierra Nevada Mountains); AND YOLO COUNTY
DRYWALL FINISHER:
  Remodel/tenant improvement work
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(shopping centers, offices and
warehouses where the taping
contractor is working directly
for the tenant 22.38 8.28
All other work 28.08 9.98

FOOTNOTE:
Clean-up work (limited to clean-up, erection of interior OSHA approved scaffolding, masking, truck and forklift driving, stocking of taping materials, and sanding: 40% of the journeyman rate.

PAIN0016G 01/01/1999

	Rates	Fringes
BUTTE AND COLUSA COUNTIES; EL DORADO COUNTY (west of the Sierra Nevada Mountains); GLENN COUNTY; LASSEN COUNTY (west of Highway 395, excluding Honey Lake); MODOC COUNTY; NEVADA COUNTY (west of the Sierra Nevada Mountains); PLACER COUNTY (west of the Sierra Nevada Mountains); PLUMAS, SACRAMENTO AND SHASTA COUNTIES; SIERRA COUNTY (west of the Sierra Nevada Mountains); SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES:		
PAINTERS:		
Brush, Pot Tender, Roller	19.37	8.04
Sandblaster, Spray, Structural Steel; Swing stage	20.37	8.04

PAIN0016P 03/01/1999

	Rates	Fringes
ALPINE COUNTY:		
DRYWALL TAPER	18.85	7.23
PAINTERS:		
Brush	18.05	7.23
Sandblaster; Waterblaster; Steam cleaning	19.05	7.23
Work with coal tar and exotic materials	19.80	7.23

FOOTNOTES:
High time:
Steel construction workers working on erected steel construction, bridges, stacks, towers, tanks and similar structures, from 50 to 100 ft. above ground or water level: to be paid 1/2 hr. per day additional.
Work on such structures from 100 to 180 ft. above ground or water level: to be paid 1 hr. additional.
Work on such structures over 180 ft. above ground or water level: to be paid 2 hrs. per day additional.
Water level is defined as mean water level.
Exterior stage:
Work on exterior stage 4-7 stories: to be paid 1/2 hr. per day additional.
Work on exterior stage 8-11 stories: to be paid 1 hr. per day additional.
Work on exterior stage 12 stories or higher: to be paid 1-1/2 hrs. per day additional.
One story equals 10 ft.

PAIN0169D 07/01/1999

	Rates	Fringes

NAPA COUNTY; SOLANO COUNTY (west of a line defined as follows: Hwy. 80 corridor beginning at the City of Fairfield, including Travis Air Force Base and Suisun City; going north of Manakas Corner Rd., continue north on Suisun Valley Rd. to the Napa County line; Hwy. 80 corridor south on Grizzly Island Rd. to the Grizzly Island Management area):

GLAZIER	28.15	9.91

PAIN0169H 07/01/1999

	Rates	Fringes
NAPA COUNTY; SOLANO COUNTY (west of a line defined as follows: Hwy. 80 corridor beginning at the City of Fairfield, including Travis Air Force Base and Suisun City; going north of Manakas Corner Rd., continue north on Suisun Valley Rd. to the Napa County line; Hwy. 80 corridor south on Grizzly Island Rd. to the Grizzly Island Management area):		
SHOWER DOOR INSTALLER	22.88	4.60

PAID HOLIDAYS:
New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.

PAIN0567A 10/01/1999

	Rates	Fringes
EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains):		
DRYWALL TAPERS:		
Taper	21.28	4.36
Steeplejack - taper, over 40 ft. with open space below	22.78	4.36
PAINTERS:		
Brush and roller	20.03	4.36
Sandblaster; Special coating application - brush	20.53	4.36
Spray; Paperhanger	20.78	4.36
Structural steel & steeplejack, 40 ft. open space below (does not include stairways, tube steel, Q-decks, and trust joints worked off power lift in enclosed buildings); Special coating application - spray	20.73	4.36
Special coating application - spray steel	21.28	4.36
Swing stage	22.03	4.36

FOOTNOTE:
A special coating is a coating that requires the mixing of 2 or more products.

PAIN0567H 07/01/1999

	Rates	Fringes
EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains);		

PLACER COUNTY (east of the Sierra Nevada Mountains) AND SIERRA COUNTY (east of the Sierra Nevada Mountains):

SOFT FLOOR LAYER	19.50	4.25

PAIN0718A 07/01/1999

	Rates	Fringes
MARIN AND SONOMA COUNTIES:		
GLAZIER	28.17	9.89

PAIN0767F 07/01/1999

	Rates	Fringes
ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA AND SISKIYOU COUNTIES; SOLANO COUNTY (east of a line defined as follows: Hwy. 80 corridor beginning at the City of Fairfield, including Travis Air Force Base and Suisun City; going north of Manakas Corner Rd., continue north on Suisun Valley Rd. to the Napa County line; Hwy. 80 corridor south on Grizzly Island Rd. to the Grizzly Island Management area); SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES:		
GLAZIER	21.74	10.57

PAID HOLIDAYS:
New Year's Day, Washington's Birthday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving Day,and Christmas Day.

FOOTNOTE:
Work thirty (30) feet or over free fall: $0.60 per hour additional.

PAIN1176A 04/01/1998

	Rates	Fringes
PARKING LOT STRIPING/HIGHWAY MARKING:		
GROUP 1 & GROUP 4	22.21	6.36
GROUP 2	21.10	6.36
GROUP 3 & GROUP 5	18.88	6.36
Service Person (maintenance and repair of equipment)	13.33	5.87
Parking Lot, Game Court and Playground Installer	13.80	5.87

PARKING LOT STRIPING / HIGHWAY MARKING CLASSIFICATIONS

GROUP 1: STRIPER: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape traffic stripes and markings

GROUP 2: TRAFFIC DELINEATING DEVICE APPLICATOR: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices; includes all related surface preparation (sandblasting, waterblasting, grinding) as part of the application process

GROUP 3: TRAFFIC SURFACE ABRASIVE BLASTER: Removal of traffic lines and markings; preparation of surface for coatings and traffic control devices

GROUP 4: TRAFFIC PROTECTIVE DELINEATING SYSTEMS INSTALLER: Removes, relocates, installs permanently affixed roadside and parking delineation barricades, fencing, guard rail, cable anchor, retaining walls, reference signs, and monument markers

GROUP 5: TRAFFIC CONTROLPERSON: Sole function is to control and direct traffic through both conventional and moving lane closures

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 PAIN1237A  06/01/1999
                                    Rates           Fringes
ALPINE, BUTTE AND COLUSA COUNTIES; EL DORADO COUNTY (west of the
Sierra Nevada Mountains); GLENN COUNTY; LASSEN COUNTY (west of
Highway 395, beginning at Stacey and including Honey Lake); MODOC
COUNTY; NEVADA COUNTY (west of the Sierra Nevada Mountains);
PLACER COUNTY (west of the Sierra Nevada Mountains); PLUMAS,
SACRAMENTO AND SHASTA COUNTIES; SIERRA COUNTY (west of the Sierra
Nevada Mountains); SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND
YUBA COUNTIES:
SOFT FLOOR LAYER                    20.57           9.10
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 PLAS0001D  06/28/1999
                                    Rates           Fringes
CEMENT MASONS:
  Cement mason                       22.35           9.46
  Swing or slip form scaffolds;
 Mastic, magnesite, gypsum,
 epoxy, polyester, resin and
 all composition                   23.10           9.46
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 PLAS0300C  07/01/1999
                                    Rates           Fringes
PLASTERER                            20.98           8.50
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 PLUM0036F  01/01/1999
                                    Rates           Fringes
ALPINE COUNTY; AMADOR COUNTY (south of the San Joaquin River);
BUTTE, COLUSA, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA,
SISKIYOU, SUTTER, TEHAMA, TRINITY AND YUBA COUNTIES:
PLUMBER                              27.79           9.19
---------------------------------------------------------------
 PLUM0038B  07/01/1998
                                    Rates           Fringes
MARIN AND SONOMA COUNTIES:
 PLUMBERS:
  Work on structures 5 stories
 or less except for new
 additions or remodel of
 prisons or waste water
 treatment plants                  27.04          12.86
  All other work                      36.05          13.93
LANDSCAPE/IRRIGATION FITTER           27.32          10.60
---------------------------------------------------------------
 PLUM0343A  07/01/1999
                                    Rates           Fringes
NAPA AND SOLANO COUNTIES:
PLUMBER AND STEAMFITTER:
  Work on condominiums and apartment
 houses which are over 4 stories;
 office buildings, schools, and
 other commercial structures for
 which the total plumbing bid
 does not exceed $250,000.  Any
 project bid in phases shall not
 qualify unless the total project
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 is less than $250,000 for the
 plumbing bid and $250,000 for the
 heating and cooling bid.
 Regardless of project size,
 hospitals, jails, institutions
 and industrial projects are not
 included.                        24.00          10.45
  All other work                     32.00          11.70
FOOTNOTES:
  While welding or fitting galvanized material: $.75 per hour
additional.
  Work from trusses, temporary staging, unguarded structures 35'
from the ground or water: $.75 per hour additional.
  Work from swinging scaffolds, boatswains chairs or similar
devices: $.75 per hour additional.
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 PLUM0350A  02/01/1998
                                     Rates           Fringes
EL DORADO COUNTY (Lake Tahoe area only); NEVADA COUNTY (Lake
Tahoe area only); AND PLACER COUNTY (Lake Tahoe area only):
PLUMBER/PIPEFITTER                    22.45           9.00
-----------------------------------------------------------------
 PLUM0355A  07/01/1999
                                     Rates           Fringes
ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC,
NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA,
SISKIYOU, SOLANO, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA
COUNTIES
 LANDSCAPE FITTER; UNDERGROUND UTILITY
WORKER                            22.00           4.90
-----------------------------------------------------------------
 PLUM0447A  07/01/1999
                                     Rates           Fringes
EL DORADO COUNTY (does not include Lake Tahoe area); NEVADA
COUNTY (does not include Lake Tahoe area); PLACER COUNTY (does
not include Lake Tahoe area); SACRAMENTO AND YOLO COUNTIES:
 PLUMBER; PIPEFITTER:
  Work on residential structures
 that are over 4 stories but not
 over 5 stories in height from
 the ground floor, including but
 not limited to condominiums and
 apartment houses.  On defining
 height in stories, parking
 levels are not to be considered
 as occupied stories.  Also, work
 on any commercial structure that
 the total plumbing bid does not
 exceed $150,000, and an
 additional $75,000 to cover work
 related to the piping for comfort
 air conditioning systems, but
 shall exclude all work on
 sewage plants, water treatment
 plants, industrial processing
 plants, cogeneration and
 biomass plants, any type of
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 refrigeration work, including
 service, start-up work or
 instrumentation work, and all
 other similar work                19.98           7.12
  All other work                      28.97          10.25
-----------------------------------------------------------------
 PLUM0447B  07/01/1999
                                     Rates           Fringes
AMADOR COUNTY (north of the San Joaquin River):
HEAVY AND HIGHWAY CONSTRUCTION:
PLUMBER; PIPEFITTER                  28.97          10.25
-----------------------------------------------------------------
 ROOF0081G  08/01/1999
                                     Rates           Fringes
MARIN, NAPA, SOLANO AND SONOMA COUNTIES:
ROOFER                               21.45           9.60
-----------------------------------------------------------------
 ROOF0081H  09/01/1999
                                     Rates           Fringes
ALPINE, ALPINE, BUTTE, COLUSA, EL DORADO, GLENN,LASSEN, MODOC,
NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU,
SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES:
ROOFER                               18.26          10.03
-----------------------------------------------------------------
 SFCA0483C  01/01/2000
                                     Rates           Fringes
MARIN, NAPA, SOLANO AND SONOMA COUNTIES:
SPRINKLER FITTER (FIRE)              34.59          11.20
-----------------------------------------------------------------
 SFCA0669C  04/01/1999
                                     Rates           Fringes
ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA,
PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER,
TEHAMA, TRINITY, YOLO AND YUBA COUNTIES:
SPRINKLER FITTER (FIRE)              27.35           6.40
-----------------------------------------------------------------
 SHEE0104C  06/01/1999
                                     Rates           Fringes
TRINITY COUNTY:
SHEET METAL WORKER (does not include
  metal deck and siding):
 Work on multiple family housing
   units over 4 stories where
   each individual family
   apartment is individually
   conditioned by a separate
   and independent unit or
   system; Also, work on any
   structure other than
   multiple family housing
   units, with a total HVAC
   and architectural sheet
   metal price of $125,000
   or less                           13.74           5.08
 All other work                      17.66           8.64
-----------------------------------------------------------------
 SHEE0104F  07/01/1998
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	Rates	Fringes
MARIN, NAPA, SOLANO AND SONOMA COUNTIES:		
SHEET METAL WORKER (does not include metal deck and siding):		
Work on any multi-family dwelling over 4 stories that incorporates a separate and independent unit for heating and/or cooling purposes (excluding built-up central air handling systems)	29.45	11.51
Work on tenant completion projects providing the contract price is $220,000 or less; remodel or add-on contracts on existing facilities providing the contract price is $220,000 or less; architectural sheet metal work of $100,000 or less; pre-engineered and pre-manufactured siding	30.10	11.71
All other work	35.11	12.56

SHEE0104N 07/01/1999

	Rates	Fringes
MARIN, NAPA, SOLANO, SONOMA AND TRINITY COUNTIES:		
SHEET METAL WORKER:		
Metal deck and siding	27.44	11.80

SHEE0162F 07/01/1999

	Rates	Fringes
AMADOR, COLUSA, EL DORADO, NEVADA, PLACER, SACRAMENTO, SUTTER, YOLO AND YUBA COUNTIES:		
SHEET METAL WORKER (does not include metal deck and siding)	25.24	10.46

SHEE0162G 07/01/1999

	Rates	Fringes
AlPINE COUNTY:		
SHEET METAL WORKER:	21.46	10.23

SHEE0162H 07/01/1999

	Rates	Fringes
ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES:		
SHEET METAL WORKER:		
Metal deck and siding	29.42	9.52

SHEE0162N 07/01/1999

	Rates	Fringes
BUTTE, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU AND TEHAMA COUNTIES:		
SHEET METAL WORKER:	25.24	10.46

SUCA1002A 07/01/1985

	Rates	Fringes
AMADOR COUNTY:		
BUILDING CONSTRUCTION:		
BOILERMAKERS:		
Boilermaker	21.60	4.25
Boilermaker - blacksmith (storage tank erection)	17.25	4.00
Boilermaker - blacksmith (storage tank repair)	16.05	4.00
BRICKLAYER; STONEMASON	17.57	4.04
BRICK TENDER	13.80	3.46
CARPENTERS:		
Carpenter	18.58	6.455
Hardwood floorlayer; Power saw operator; Saw filer; Shingler; Steel scaffold erector and steel shoring	18.73	6.455
Millwright	19.48	7.855
Piledriver, bridge, wharf and dock builder	19.38	9.715
CEMENT MASONS:		
Cement mason	16.91	6.18
Swing or slip form scaffolds; Mastic, magnesite, gypsum, epoxy, polyester, resin and all composition	17.16	6.18
DRYWALL INSTALLERS/LATHERS:		
Drywall installer/lather	18.14	6.485
Drywall stocker, scrapper & clean-up	9.07	3.335
ELECTRICIANS:		
Electrician	16.30	3% + 3.38
Cable splicer	17.93	3% + 3.38
Residential electrician	12.50	3.30
Sound and signal technician	15.15	1.50
ELEVATOR CONSTRUCTOR	29.39	3.29 + a
GLAZIER	15.75	6.44
INSULATOR/ASBESTOS WORKER Includes the application of all insulating materials, protective coverings, coatings, and finishings to all types of mechanical systems	23.85	5.61
IRONWORKERS:		
Fence erector	18.01	8.93
Ornamental, reinforcing and structural	18.90	8.93
MARBLE FINISHER	13.92	3.67
MARBLE SETTER AND TERRAZZO WORKER	17.57	4.04
PAINTERS:		
Brush	13.39	4.60
Spray	14.14	4.60
Sandblaster; Scaffold; Sheetrock; Structural steel; Swing stage; Taper	13.79	4.60
PARKING LOT STRIPING WORK AND/OR HIGHWAY MARKERS:		

Traffic delineating device applicator	14.83	2.00 + b
Sandblaster; Striper; Wheel stop installer	14.30	2.00 + b
Slurry seal operation:		
Applicator operation; Shuttle; Squeegee	12.37	2.00 + b
Compactor, top, traffic control, service and spreader	10.39	2.00 + b
Mixer operator	13.95	2.00 + b
Traffic surface protective coating applicator	14.48	2.00 + b
PLASTERER	17.36	6.35
PLUMBER; STEAMFITTER:		
Amador County (northern half)	19.72	6.71
Amador County (southern half)	22.03	6.35
ROOFERS:		
Roofer (slate, tile and composition)	14.90	7.64
Enameler and pitch	17.65	7.64
SHEET METAL WORKER	18.37	12% + 5.06
SOFT FLOOR LAYER	16.01	3.00
SPRINKLER FITTER	21.87	3.23
TERRAZZO FINISHERS:		
Base machine operator	16.72	3.95
Terrazzo finisher	16.02	3.95
TILE SETTER	18.92	3.29
TILE FINISHER	10.68	1.65
LABORERS:		
GROUP 1	12.11	5.36
GROUP 1-a	12.31	5.36
GROUP 1-b	*	5.36
GROUP 1-c	12.16	5.36
GROUP 1-d	12.36	5.36
GROUP 1-e	12.59	5.36
GROUP 1-f	12.62	5.36
GROUP 2	11.98	5.36
GROUP 3	11.88	5.36
GROUP 4	8.46	5.36
GUNITE LABORERS:		
GROUP 1	12.52	5.36
GROUP 2	12.00	5.36
GROUP 3	11.88	5.36
WRECKING WORK:		
GROUP 1	12.11	5.36
GROUP 2	11.98	5.36
GROUP 3	11.88	5.36

*See Group 1-b under the group descriptions.

POWER EQUIPMENT OPERATORS:		
Area 1:		
GROUP 1-a	11.76	9.60
GROUP 1	15.54	9.60
GROUP 2	16.09	9.60
GROUP 3	16.42	9.60
GROUP 4	17.27	9.60
GROUP 5	17.60	9.60

GROUP 6	17.83	9.60
GROUP 7	18.08	9.60
GROUP 8	18.76	9.60
GROUP 9	19.10	9.60
GROUP 10	19.45	9.60
GROUP 10-a	19.64	9.60
GROUP 11	19.91	9.60
GROUP 11-a	21.71	9.60
GROUP 11-b	22.14	9.60
GROUP 11-c	22.65	9.60
Area 2:		
GROUP 1-a	13.76	9.60
GROUP 1	17.54	9.60
GROUP 2	18.09	9.60
GROUP 3	18.42	9.60
GROUP 4	19.27	9.60
GROUP 5	19.60	9.60
GROUP 6	19.83	9.60
GROUP 7	20.08	9.60
GROUP 8	20.76	9.60
GROUP 9	21.10	9.60
GROUP 10	21.45	9.60
GROUP 10-a	21.64	9.60
GROUP 11	21.91	9.60
GROUP 11-a	23.71	9.60
GROUP 11-b	24.14	9.60
GROUP 11-c	24.65	9.60
TRUCK DRIVERS:		
GROUP 1	16.80	7.04
GROUP 2	16.88	7.04
GROUP 3	16.90	7.04
GROUP 4	16.91	7.04
GROUP 5	16.92	7.04
GROUP 6	16.93	7.04
GROUP 7	16.95	7.04
GROUP 8	16.97	7.04
GROUP 9	16.98	7.04
GROUP 10	17.00	7.04
GROUP 11	17.01	7.04
GROUP 12	17.05	7.04
GROUP 13	17.06	7.04
GROUP 14	17.07	7.04
GROUP 15	17.10	7.04
GROUP 16	17.11	7.04
GROUP 17	17.12	7.04
GROUP 18	17.14	7.04
GROUP 19	17.15	7.04
GROUP 20	17.16	7.04
GROUP 21	17.21	7.04
GROUP 22	17.24	7.04
GROUP 23	17.25	7.04
GROUP 24	17.34	7.04
GROUP 25	17.35	7.04
GROUP 26	17.38	7.04
GROUP 27	17.40	7.04
GROUP 28	17.44	7.04
GROUP 29	17.45	7.04

GROUP 30	17.48	7.04
GROUP 31	17.54	7.04
GROUP 32	17.47	7.04
GROUP 33	17.69	7.04
GROUP 34	17.79	7.04
GROUP 35	17.84	7.04
GROUP 36	17.99	7.04
GROUP 37	18.14	7.04

FOOTNOTES:

a. Vacation Pay: 8% with 5 or more years of service, 6% for 6 months to 5 years service. Paid Holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Friday after, and Christmas Day.

b. Employer contributes $ .80 per hour to vacation fund for the first year of employment; 1 year but less than 5 years, 1.13 per hour to vacation fund; 5 years but less than 10 years, 1.48 per hour to vacation fund; over 10 years 1.83 per hour to vacation fund.

LABORERS CLASSIFICATIONS

GROUP 1: Asphalt ironer and raker; Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Chainsaw, faller, logloader and bucker; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete saw; Concrete sander; Cribber and/or shoring; Cut granite curb setter; Form raiser; Slip form; Green Cutter, headerboard, hubsetter, aligner; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactors; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials; Lagging, sheeting, whaling, bracing, trenchjacking, handguided lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); Perma curb; Precast-manhole setter; Cast-in-place manhole form setter; Pressure pipe tester; Pavement breaker and spader, including tool grinder; Pipelayer, caulker, bander, pipewrapper, conduit layer, plastic pipelayer, post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry); Rotary Scarifier, multiple head concrete chipper; Davis trencher, 300 or similar type (and all small trenchers); Roto and Ditch Witch; Roto-tiller; Sandblaster, pot, gun, nozzle operator; Signalling and rigging; Tank cleaner; Tree climber; Vibrascreed, bull float in connection with laborers' work; Vibrator; Dri-pak-it machine; High pressure blow pipe (1-1/2-inch. or over, 100 lbs. pressure and over); Hydro seeder and similar type; Laser beam in connection with laborers' work

GROUP 1-a: Joy drill model TWM-2A; Gardener-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Diamond driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Multiple unit drill; Blaster and powder; All work or loading, placing and blasting of all power and explosives of whatever type regardless of method used for such loading and placing; High scaler (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaner receives an additional $4.00 per day; $5.00 per day on recently active large diameter sewers or

sewer manholes
GROUP 1-c: Burning and welding in connection with laborers' work
GROUP 1-d: Repair track and road beds (cut and cover work of subway after the temporary cover has been placed)
GROUP 1-e: Laborer on general construction work on or in bell hole footings and shaft
GROUP 1-f: Wire winding machine in connection with guniting or shotcrete-aligner
GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and digger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Chuck tender; High pressure nozzle operator, adductor; Grout-crew; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Singlefoot, hand held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe under 12 inches
GROUP 3: All clean-up work of debris, grounds and buildings including but not limited to street cleaner; Cleaning and washing windows; Construction laborers including bridge and general laborer; Dump; Load spotter; Fire watcher; Street cleaner; Gardener, horticultural and landscape laborer; Jetting; Limber; Brush loader; Piler, maintenance landscape laborer on new construction; Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Fence erector; Guardrail erector; Pavement marker (button setter)
GROUP 4: Brick cleaner; Lumber cleaner

GUNITE CLASSIFICATIONS

GROUP 1: Nozzle operator (including gun, pot); Ground person
GROUP 2: Rebound person
GROUP 3: General laborer

WRECKING WORK CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows, doors, plumbing and electric fixtures)
GROUP 2: Semi-skilled wrecker (salvaging of other building materials)
GROUP 3: General laborer (includes all clean-up work, loading lumber, loading and burning of debris)

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1-a: Landscape irrigation trencher, Davis trencher (300 or similar and all small trenchers including all trenching equipment with seats) capacity up to 3 ft. in depth
GROUP 1: Assistant to engineer (Brake; Fire tender; Heavy duty repair tender; Oiler; Deckhand; Signal; Switch; Tar pot fire tender)
GROUP 2: Compressor operator; Concrete mixer (up to and including 1 yd.); Conveyor belt operator (tunnel); Fire tender, hot plant; Hydraulic monitor; Mechanical conveyor (handling building materials); Mixer box operator (concrete plant); Pump operator; Spreader box (with screeds); Tar pot fire tender (power agitated)
GROUP 3: Box operator (bunker); Helicopter radio operator (signal); Motor operator; Locomotive (30 tons or under); Oiler;

Ross Carrier (construction job site); Rotomist operator; Screed (except asphaltic concrete paving); Self-propelled, automatically applied concrete curing machine (on streets, highways, airports and canals); Trenching machine (maximum digging capacity 5 ft. depth); Tugger hoist, single drum; Truck crane oiler; Boiler tender

GROUP 4: Ballast jack tamper; Ballast regulation; Ballast tamper multipurpose; Box (asphalt plant); Elevator operator (inside); Fork lift or lumber stacker (construction job site); Line master; Material hoist (1 drum); Shuttlecar; Tie spacer; Towermobile

GROUP 5: Compressor operator (over 2); Concrete mixer (over 1 yd.); Concrete pump or pumpcrete gun; Generator; Grouting machine; Pressweld (air operated); Pumps (over 1); Welding machines (powered other than by electricity)

GROUP 6: BLH Lima road pactor or similar; Boom truck or dual-purpose A-frame truck; Concrete batch plant (wet or dry); Concrete saw (self-propelled unit) on streets, highways, airports and canals; Drilling and boring machinery, vertical and horizontal (not to apply to waterliners, wagon drills or jackhammers); Gradesetter, grade checker (mechanical or otherwise); Highline cableway signal; Locomotive (steam of over 30 tons); Maginnis internal full slab vibrator (on airports, highways, canals and warehouses); Mechanical finisher (concrete) (Clary, Johnson, Bidwell Bridge deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt; Portable crusher; Post driver (M-1500 and similar); Power jumbo operator (setting slip forms, etc., in tunnels); Roller (except asphalt); Screed (Barber-Greene and similar) (asphaltic concrete paving); Self-propelled compactor (single engine); Self-propelled pipeline wrapping machine, Perault, CRC, or similar types; Slip form pump (lifting device for concrete forms); Small rubber-tired tractor; Surface heater; Self-propelled power sweeper; Self-propelled tape machine; Auger-type drilling equipment, up to and including 30 ft. depth digging capacity m.r.c.

GROUP 7: Concrete conveyor or concrete pump, truck or equipment mounted (boom length to apply); Concrete conveyor, building site; Deck engineer; Dual drum mixer; Fuller Kenyon pump and similar types; Gantry rider (or similar); Hydra-hammer (or similar); Material hoist (2 or more drums); Mechanical finisher or spreader machine (asphalt, Barber-Greene and similar); Mine or shaft hoist; Mixermobile; Pavement breaker with or without compressor combination; Pipe bending machine (pipelines only); Pipe cleaning machine (tractor propelled and supported); Pipe wrapping machine (tractor propelled and supported); Refrigeration plant; Roller operator (finish asphalt); Self-propelled boom-type lifting device (center mount) (10 tons or less m.r.c.); Self-propelled elevating grader plane; Slusher operator; Small tractor (with boom); Soil tester; Truck-type loader; Welding machine (gasoline or diesel)

GROUP 8: Armor-Coater (or similar); Asphalt plant engineer; Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete batch plant (multiple units); Dozer; Heading shield operator; Heavy-duty repair and/or welder; Ken Seal machine (or similar); Kolman loader; Loader (up to 2 yds.); Mechanical trench shield; Portable crushing and screening plant;

Push cat; Rubber-tired earth-moving equipment (up to and including 45 cu. yds. "struck" m.r.c.) (Euclids, T-Pulls, DW-10, 20, 21 and similar); Rubber-tired dozer; Self-propelled compactor with dozer; Sheepfoot; Timber skidder (rubber-tired or similar equipment); Tractor-drawn scraper; Tractor; Trenching machine; Tri-batch paver; Tunnel mole boring machine; Woods-Mixer (and other similar Pugmill equipment)

GROUP 9: Canal finger drain digger; Chicago boom; Combination mixer and compressor (gunite); Combination slurry mixer and/or cleaner; Highline cable (5 tons and under); Lull Hi-lift or similar (20 ft. or over); Mucking machine (rubber-tired, rail or track type); Tractor (with boom) (D-6 or larger and similar)

GROUP 10: Boom-type backfilling machine; Bridge crane; Cary-lift (or similar); Chemical grouting machine, truck-mounted; Combination backhoe and loader (up to and including 1/2 cu. yd. m.r.c.); Derrick (2 operators required when swing engine remote from hoist); Derrick barge (except excavation work); Do-mor loader; Adams elegrader; Elevating grader; Heavy rotary drill rig (including caisson foundation work and Euclid loader and similar type); Robbins type drill; Koehring Skooper (or similar); Lift slab machine (Vagtborg and similar types); Loader (2 yds. up to and including 4 yds.); Locomotive, 100 tons (single or multiple units); Multiple engine earthmoving machine (Euclids, dozers, etc.) (no tandem scraper); Pre-stress wire wrapping machine; Reservoir-debris tug (self-propelled floating); Rubber-tired scraper, self-loading (paddle wheels, etc.); Shuttle car (reclaim station); Single-engine scraper over 45 yds.; Soil stabilizer (P & H or equal); Sub-grader (Gurrier or other automatic type); Tractor, compressor drill combination; Track-laying-type earthmoving machine (single engine with tandem scrapers); Train loading station; Trenching machine, multi-engine with sloping attachment, Jeffco or similar; Vacuum cooling plant; Whirley crane (up to and including 25 tons)

GROUP 10-a: Backhoe (hydraulic) (up to and including 1 cu. yd. m.r.c.); Backhoe (cable) (up to and including 1 cu. yd. m.r.c.); Combination backhoe and loader (over 3/4 cu. yd. m.r.c.); Continuous flight tie back auger (crane attached/separate controls); Crane not over 25 tons, Hammerhead and Gantry; Gradall (up to and including 1 cu. yd.); Power blade operator (single engine); Power shovel, clamshell, dragline (up to and including 1 cu. yd. m.r.c.) (long boom pay); Rubber-tired scraper, self-loading (Paddle Wheel, twin engine); Self-propelled boom-type lifting device (center mount); over 10 tons up to and including 25 tons); CMI dual land auto grader SP-30 or similar

GROUP 11: Automatic concrete slip-form paver (Gradesetter, Screed); Automatic railroad car dumper; Canal trimmer with ditching attachment; Cary-lift, Campbell or similar; Continuous flight tie back auger (crane attached, single controls); Crane (over 25 tons up to and including 125 tons); Drott travelift 650-A-1 or similar (45 tons or over); Euclid loader when controlled from the Pullcat; Highline cableway (over 5 tons); Loader (over 4 cu. yds. up to and including 12 cu. yds.); Miller formless M-900 slope paver or similar (grade setter required); Multiple engine scraper (when used as Push Pull); Power blade operator (multi-engine); Power shovel, clamshell, dragline, backhoe, gradall

(over 1 cu. yd. up to and including 7 cu. yds. m.r.c., long boom pay); Rubber-tired earthmoving machine (multiple propulsion power units and two or more scrapers) (up to and including 75 cu. yds. struck m.r.c.); Self-propelled compactor boom-type lifting device (center mount) (over 25 tons m.r.c.); Single engine rubber-tired earthmoving machine (with tandem scrapers); Slip form paver (concrete or asphalt) (screed required); Tandem cat; Tower crane mobile (including rail mounted); Trencher (pulling attached shield); Tower cranes, Universal Liebher and similar types (in the erection, dismantling and moving of equipment); Wheel excavator (up to and including 750 cu. yds. per hour); Whirley crane (over 25 tons); Multi-earthmoving equipment (up to and including 75 cu. yds. "struck" m.r.c.); Truck-mounted hydraulic crane when remote control equipped (over 10 tons up to and including 25 tons)

GROUP 11-A: Band wagon (in conjunction with wheel excavator); Crane (over 125 tons); Loader (over 12 cu. yds. up to and including 18 cu. yds.); Power shovel, clamshell, backhoe, gradall and dragline (over 7 cu. yds. m.r.c.); Rubber-tired multi-purpose earthmoving machine (2 units over 75 cu. yds. "struck" m.r.c.); Wheel excavator (over 750 cu. yds. per hour)

GROUP 11-b: Loader (over 18 yds.)

GROUP 11-c: Operator of helicopter (when used in erection work); Remote-controlled earthmoving equipment

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Bulk cement spreader (with or without auger, under 4 yds. water level); Bus driver; Concrete pump machine; Concrete pump truck (when flat rack truck is used appropriate flat rack rate shall apply); Dump (under 4 yds. water level); Dumpcrete truck (under 4 yds. water level); Dumpster (under 4 yds. water level); Escort or pilot car driver; Nipper truck (when flat rack truck is used appropriate flat rack rate shall apply); Pickup; Skid (debris box, under 4 yds. water level); Team driver; Truck (dry pre-batch concrete mix, under 4 yds. water level)

GROUP 2: Teamster oiler and/or greaser and/or service person

GROUP 3: Bulk cement spreader (with or without auger, 4 yds. and under 6 yds. water level); Dump (4 yds. and under 6 yds. water level); Dumpcrete (4 yds. and under 6 yds. water level); Dumpster (4 yds. and under 6 yds. water level); Skid (debris box, 4 yds. and under 6 yds. water level); Single unit flat rack (2 axle unit); Industrial lift truck (mechanical tailgate); Truck (dry pre-batch concrete mix, 4 yds. and under 6 yds. water level)

GROUP 4: Jetting truck and water truck (under 2,500 gallons)

GROUP 5: Road oil truck or boot person

GROUP 6: Lift jitney, fork lift

GROUP 7: Transit mix, agitator (under 6 yds.)

GROUP 8: Fuel and/or grease truck driver or fuel

GROUP 9: Vacuum truck, under 3,500 gallons

GROUP 10: Scissor truck; Single unit flat rack (2 axle unit); Industrial lift truck (mechanical tailgate); Small rubber-tired tractor (when used within Teamsters' jurisdiction)

GROUP 11: Jetting truck and water trucks, 2,500 gallons and under 4,000 gallons

GROUP 12: Combination winch truck with hoist; Transit mix agitator (6 yds. and under 8 yds.)

GROUP 13: Vacuum truck, 3,500 gallons and under 5,500

gallons

GROUP 14: Rubber-tired muck car (not self-loaded)

GROUP 15: Bulk cement spreader (with or without auger, 6 yds. and under 8 yds. water level); Dump (6 yds. and under 8 yds. water level); Dumpcrete (6 yds. and under 8 yds. water level); Dumpster (6 yds. and under 8 yds. water level); Skid (debris box, 6 yds. and under 8 yds. water level); Truck (dry pre-batch concrete mix, 6 yds. and under 8 yds. water level)

GROUP 16: A-frame, winch truck; Buggymobile; Jetting and water truck (4,000 gallons and under 5,000 gallons); Rubber-tired jumbo

GROUP 17: Heavy-duty transport (high bed)

GROUP 18: Ross Hyster and similar straddle carrier

GROUP 19: Transit mix agitator (8 yds. through 10 yds.)

GROUP 20: Vacuum truck (5,500 gallons and under 7,500 gallons)

GROUP 21: Jetting truck and water truck (5,000 gallons and under 7,000 gallons)

GROUP 22: Combination boot person and road oiler

GROUP 23: Transit mix agitator (over 10 yds. through 12 yds.)

GROUP 24: Bulk cement spreader (with or without auger, 8 yds. and including 12 yds. water level); Dump (8 yds. and including 12 yds. water level); Dumpcrete (8 yds. and including 12 yds. water level); Self-propelled street sweeper with self-contained refuse bin; Skid (debris box, 8 yds. and including 12 yds. water level); Snow Go and/or snow plow; Truck (dry pre-batch concrete mix, 8 yds. and including 12 yds. water level)

GROUP 25: Heavy-duty transport (gooseneck lowbed)

GROUP 26: Transit mix agitator (over 12 yds. through 17 yds.)

GROUP 27: Ammonia nitrate distributor driver and mixer; Bulk cement spreader (with or without auger, over 12 yds. and including 18 yds. water level); Dump (over 12 yds. and including 18 yds. water level); Dumpcrete (over 12 yds. and including 18 yds. water level); Dumpster (over 12 yds. and including 18 yds. water level); Skid (debris box, over 12 yds. and including 18 yds. water level); Truck (dry pre-batch concrete mix, over 12 yds. and including 18 yds. water level)

GROUP 28: Double gooseneck (7 or more axles); Heavy-duty transport tiller

GROUP 29: P.B. or similar type self-loading truck

GROUP 30: Transit mix agitator (over 14 yds. through 16 yds.)

GROUP 31: Bulk cement spreader (with or without auger, over 18 yds. and including 24 yds. water level); Combination dump and dump trailer; Dump (over 18 yds. and including 24 yds. water level); Dumpcrete (over 18 yds. and including 24 yds. water level); Dumpster (over 18 yds. and including 24 yds. water level); Skid (debris box, over 18 yds. and including 24 yds. water level); Transit mix agitator (over 12 yds. through 16 yds); Truck (dry pre-batch concrete mix, over 18 yds. and including 24 yds. water level)

GROUP 32: Bulk cement spreader (with or without auger, over 24 yds. and including 35 yds. water level); Dump (over 24 yds. and including 35 yds. water level); Dumpcrete (over 24 yds. and including 35 yds. water level); Dumpster (over 24 yds. and

including 35 yds. water level); DW 10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTournapulls, Tournarocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Skid (debris box, over 24 yds. and including 35 yds. water level); Truck (dry pre-batch concrete mix, over 24 yds. and including 35 yds. water level)

GROUP 33: Truck repair person

GROUP 34: Bulk cement spreader (with or without auger, over 35 yds. and including 50 yds. water level); Dump (over 35 yds. and including 50 yds. water level); Dumpcrete (over 35 yds. and including 50 yds. water level); Dumpster (over 35 yds. and including 50 yds. water level); Skid (debris box, over 35 yds. and including 50 yds. water level); Truck (dry pre-batch concrete mix, over 35 yds. and including 50 yds. water level)

GROUP 35: DW 10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTournapulls, Tournarocker, Euclid and similar type equipment when pulling Aqua/Pak or water tank trailers

GROUP 36: Bulk cement spreader (with or without auger, over 50 yds. and under 65 yds. water level); Dump (over 50 yds. and under 65 yds. water level); Dumpcrete (over 50 yds. and under 65 yds. water level); Dumpster (over 50 yds. and under 65 yds. water level); Helicopter pilot (when transporting workers or 8aterials); Skid (debris box, over 50 yds. and under 65 yds. water level); Truck (dry pre-batch concrete mix, over 50 yds. and under 65 yds. water level)

GROUP 37: Bulk cement spreader (with or without auger, 65 yds. and including 80 yds. water level); Dump (65 yds. and including 80 yds. water level); Dumpcrete (65 yds. and including 80 yds. water level); Dumpster (65 yds. and including 80 yds. water level); Skid (debris box, 65 yds. and including 80 yds. water level); Truck (dry pre-batch concrete mix, 65 yds. and including 80 yds. water level)

GROUP 38: Bulk cement spreader (with or without auger, over 80 yds. and including 95 yds. water level); Dump (over 80 yds. and including 95 yds. water level); Dumpcrete (over 80 yds. and including 95 yds. water level); Dumpster (over 80 yds. and including 95 yds. water level); Skid (debris box, over 80 yds. and including 95 yds. water level); Truck (dry pre-batch concrete mix, over 80 yds. and including 95 yds. water level)

TEAM0094B 06/16/1999

	Rates	Fringes
TRUCK DRIVERS:		
GROUP 1	21.06	11.46
GROUP 2	21.36	11.46
GROUP 3	21.66	11.46
GROUP 4	22.01	11.46
GROUP 5	22.36	11.46

FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.

Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuelperson; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Vacuum trucks, under 7,500 gals.; Single unit (flat rack 3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck, jumbo; Winch truck and "A" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carrier; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 35 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks, 7,500 gals. and over; Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self-propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Truck repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 35 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men or materials); DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler

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

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

BRS Document Viewer
General Decision Number CA000029

General Decision Number CA000029
Superseded General Decision No. CA990029
State: California Construction Type:
BUILDING
DREDGING
HEAVY
HIGHWAY
County(ies):

ALAMEDA	MARIPOSA	SAN MATEO
CALAVERAS	MERCED	SANTA CLARA
CONTRA COSTA	MONTEREY	SANTA CRUZ
FRESNO	SAN BENITO	STANISLAUS
KINGS	SAN FRANCISCO	TUOLUMNE
MADERA	SAN JOAQUIN	

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	02/11/2000
1	03/03/2000
2	03/17/2000
3	04/28/2000

COUNTY(ies):

ALAMEDA	MARIPOSA	SAN MATEO
CALAVERAS	MERCED	SANTA CLARA
CONTRA COSTA	MONTEREY	SANTA CRUZ
FRESNO	SAN BENITO	STANISLAUS
KINGS	SAN FRANCISCO	TUOLUMNE
MADERA	SAN JOAQUIN	

ASBE0016A 08/01/1999

	Rates	Fringes
INSULATOR/ASBESTOS WORKER Includes the application of all insulating materials, protective coverings, coatings, and finishings to all types of mechanical systems	36.13	7.41

ASBE0016E 05/01/1999

	Rates	Fringes
ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES: 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	22.01	4.28

ASBE0016F 05/01/1999

	Rates	Fringes

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE COUNTIES:

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	22.01	4.28

BOIL0092A 10/01/1999

	Rates	Fringes
BOILERMAKER	29.56	9.81
TUBE WELDER	31.06	9.81

BRCA0003B 08/01/1998

	Rates	Fringes
MARBLE FINISHER	21.12	4.97

BRCA0003D 08/01/1998

	Rates	Fringes
MARBLE SETTER	25.89	12.92

BRCA0003G 07/01/1999

	Rates	Fringes
SAN FRANCISCO AND SAN MATEO COUNTIES:		
BRICKLAYER	29.45	9.75

FOOTNOTES:

Underground work such as tunnel work, sewer work, manholes, catch basins, sewer pipes and telephone conduit: $5.00 per day additional.

Additionally, for work in direct contact with raw sewage: $2.50 per day additional.

Operating a saw or grinder: $0.50 per hour additional.

Gunite nozzle person: $1.00 per hour additional.

On one or two person light duty swinging scaffolds, from and including the seventh floor to the sky (floors to be determined by the number on the elevator identity or floor identity): $10.00 per day additional.

BRCA0003K 07/01/1999

	Rates	Fringes
ALAMEDA, CONTRA COSTA, SAN BENITO AND SANTA CLARA COUNTIES:		
BRICKLAYER	28.67	8.53
CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:		
BRICKLAYER	24.45	7.05

FOOTNOTES:

Underground work such as tunnel work, sewer work, manholes, catch basins, sewer pipes and telephone conduit shall be paid $5.00 per day above the regular wage.

In addition to the daily allowance specified in the preceding sentence, all employees working in direct contact with raw sewage shall receive an additional allowance of $2.50 per day above the

regular wage.
Fifty cents ($0.50) per hour extra will be allowed for operating a saw or grinder, provided such work is for the major portion of the day.
A gunite nozzle person shall receive $1.00 per hour above the journeyman wage rate.
On one or two-person light-duty swinging scaffolds, from and including the seventh floor to the sky, $10.00 per day over and above the regular wage shall be paid. The floors shall be determined by the number on the elevator identity or floor identity.

BRCA0003O 07/01/1999

	Rates	Fringes
MONTEREY AND SANTA CRUZ COUNTIES:		
BRICKLAYER	27.38	9.05

FOOTNOTES:
Underground work such as tunnel work, sewer work, manholes, catch basins, sewer pipes and telephone conduit: $5.00 per day additional. In addition to the daily allowance specified in the preceding sentence, all workers working in direct contact with raw sewage: $2.50 per day additional.
Operating a saw or grinder, provided such work is for the major portion of the day: $0.50 per hour additional.
Gunite nozzle person: $1.00 per hour additional.
Work on one or two person light duty swinging scaffolds, from and including the seventh floor to the sky (floors to be determined by the number on the elevator identity or floor identity): $10.00 per day additional.

BRCA0003Q 07/01/1999

	Rates	Fringes
FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:		
BRICKLAYER	22.35	8.15

BRCA0003T 04/01/1998

	Rates	Fringes
ALAMEDA, CALAVERAS, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS AND TUOLUMNE COUNTIES:		
TILE SETTER	25.03	7.60
TILE FINISHER	13.06	5.27

BRCA0004P 07/01/1999

	Rates	Fringes
TERRAZZO WORKER	29.33	5.70
TERRAZZO FINISHER	15.56	5.02

FOOTNOTE:
Base machine operator: $.75 per hour additional.

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* BRCA9003A 04/01/1999

	Rates	Fringes
FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:		
TILE FINISHER	15.70	4.22
TILE SETTER	20.29	5.00

CARP0003A 08/01/1999

	Rates	Fringes
ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES:		
DRYWALL INSTALLER/LATHER	27.00	11.065
DRYWALL STOCKER/SCRAPPER	13.50	6.265
MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES:		
DRYWALL INSTALLER/LATHER	23.87	11.065
DRYWALL STOCKER/SCRAPPER	11.94	6.265
REMAINDER OF COUNTIES:		
DRYWALL INSTALLER/LATHER	23.02	11.065
DRYWALL STOCKER/SCRAPPER	11.51	6.265

NOTE: Effective 7/1/99 new projects public or private, valued at twenty-five milllion dollars or more shall be paid at the Alameda, Contra Costa, San Francisco, San Mateo, and Santa Clara Counties rate.

CARP0012E 09/01/1993

	Rates	Fringes
CALAVERAS, SAN JOAQUIN AND STANISLAUS COUNTIES:		
TILE FINISHER	12.80	3.12

CARP0034A 07/01/1996

	Rates	Fringes
DIVERS:		
Diver standby	25.95	12.955
Diver wet pay	37.20	12.955
Tender	25.95	12.955
Saturation diver	45.80	12.955
Manned submersible	45.80	12.955
Manifold operator/life support Technician	29.55	12.955
Remote controlled vehicle- remote operated vehicle pilot	25.95	12.955
Bell winch operator	25.95	12.955

DEPTH PAY (Surface Diving):

50 to 100 ft	$1.32/ft
100 to 150 ft	$66.00 + $1.85/ft
150 to 200 ft	$158.00 + $2.65/ft
200 ft and over	$291.00 + $3.00/ft

CARP0034C 07/01/1997

	Rates	Fringes
ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO, AND SANTA CLARA COUNTIES:		
PILEDRIVER	24.95	12.765
PILEDRIVER - BRIDGE BUILDER	25.91	10.165
CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS, AND TUOLUMNE COUNTIES:		
PILEDRIVER	24.95	12.765
PILEDRIVER - BRIDGE BUILDER	22.43	10.165
MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES:		
PILEDRIVER	24.95	12.765
PILEDRIVER - BRIDGE BUILDER	23.28	10.165

CARP0035A 07/01/1999

	Rates	Fringes
ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO, AND SANTA CLARA		

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COUNTIES:
 CARPENTER                              27.00           10.935
 HARDWOOD FLOORLAYER; SHINGLER;
  POWER SAW OPERATOR; STEEL
  SCAFFOLD AND STEEL SHORING
  ERECTOR; SAW FILER                    27.15           10.935
BRIDGE BUILDERS                         27.00           10.935
 MILLWRIGHT                             27.00           12.395
CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN,
STANISLAUS, AND TUOLUMNE COUNTIES:
 CARPENTER                              22.52           10.935
 HARDWOOD FLOORLAYER; SHINGLER;
  POWER SAW OPERATOR; STEEL
  SCAFFOLD AND STEEL SHORING
  ERECTOR; SAW FILER                    22.67           10.935
BRIDGE BUILDERS                         23.52           10.935
 MILLWRIGHT                             23.17           12.395
MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES:
 CARPENTER                              23.87           10.935
 HARDWOOD FLOORLAYER; SHINGLER;
  POWER SAW OPERATOR; STEEL
  SCAFFOLD AND STEEL SHORING
  ERECTOR; SAW FILER                    24.02           10.935
BRIDGE BUILDERS                         24.37           10.935
 MILLWRIGHT                             24.52           12.395
FOOTNOTE: Effective 7/1/99 new projects public or private,
valued at twenty-five million dollars or more shall be paid at
the Alameda, Contra Costa, San Francisco, San Mato, and Santa
Clara counties rate.
-----------------------------------------------------------------
 CARP0035H  07/01/1999
                                      Rates           Fringes
MODULAR FURNITURE INSTALLER            16.87           7.465
-----------------------------------------------------------------
 ELEC0006A  12/01/1999
                                      Rates           Fringes
ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO,
 SAN MATEO, SANTA CLARA, AND SANTA CRUZ COUNTIES:
COMMUNICATIONS AND SYSTEMS WORK:
  Communications and Systems
 Installer                         20.57           3%+4.10
  Communications and Systems
 Technician                        24.28           3%+4.10
SCOPE OF WORK:
 Including any data system whose only function is to transmit or
 receive information; excluding all other data systems or
 multiple systems which include control function or power supply;
 inclusion or exclusion of terminations and testings of
 conductors determined by their function; excluding fire alarm
 work when installed in raceways (including wire and cable
 pulling) and when performed on new or major remodel building
 projects or jobs for which the conductors for the fire alarm
system are installed in conduit; excluding installation of
raceway systems, line voltage work, industrial work, life-safety
systems (all buildings having floors located more than 75' above
the lowest floor level having building access); excluding energy
management systems.
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FOOTNOTE:
Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0006D 06/01/1998

	Rates	Fringes
SAN FRANCISCO COUNTY:		
LINE CONSTRUCTION:		
Line technician; ground person/driver	34.375	3% + 11.665
Cable splicer	38.67	3% + 11.665
Ground person	29.92	3% + 11.665

ELEC0006E 11/01/1998

	Rates	Fringes
SAN FRANCISCO COUNTY:		
SIGN ELECTRICIAN	20.00	3%

FOOTNOTE:
Paid Holidays: New Year's Day, Washington's Birthday, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day. To be eligible for holiday pay the worker must work the first business day before and after said holiday.

ELEC0006H 06/01/1998

	Rates	Fringes
SAN FRANCISCO COUNTY:		
ELECTRICIAN:		
Electrician	34.375	3% + 11.57
Cable splicer	38.67	3% + 11.57

ELEC0006K 12/01/1999

	Rates	Fringes
CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:		
COMMUNICATIONS AND SYSTEMS WORK:		
Communications and Systems Installer	18.72	3%+4.10
Communications and Systems Technician	21.31	3%+4.10

SCOPE OF WORK:
Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE:
Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0100B 06/01/1997

	Rates	Fringes
FRESNO, KINGS, MADERA, COUNTIES:		
LINE TECHNICIAN	20.78	3.75%+ 6.81

ELEC0100C 06/01/1999

	Rates	Fringes
FRESNO, KINGS, AND MADERA COUNTIES:		
ELECTRICIAN	23.60	3% + 8.51

ELEC0234A 06/01/1999

	Rates	Fringes
MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES:		
ELECTRICIANS:		
Within the radius of 25 air miles from the intersection of Dolan Road and Hwy. #1 in Moss Landing; and an area extending 5 miles east and west of Hwy. #101 south to the San Luis Obispo County line:		
Electrician	26.08	3% + 10.72
Electrician, while welding	27.38	3% + 10.72
Cable splicer	29.34	3% + 10.72
Remainder of County:		
Electrician	28.69	3% + 10.72
Electrician, while welding	30.12	3% + 10.72
Cable splicer	32.27	3% + 10.72

ELEC0234B 05/27/1996

	Rates	Fringes
MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES:		
LINE CONSTRUCTION:		
Within the radius of 25 air miles from the intersection of Dolan Road and Hwy. #1 in Moss Landing; and an area extending 5 miles east and west of Hwy. #101 south to the San Luis Obispo County line:		
Line technician & Equipment Operator	23.20	4%+9.80
Cable Splicer	26.10	4%+9.80
Ground Person/Truck Driver	17.40	4%+8.35
Remainder of County:		
Line Technician & Equipment Operator	25.52	4%+9.80
Cable Splicer	28.42	4%+9.80
Ground Person/Truck Driver	19.72	4%+8.35

ELEC0302A 06/01/1999

	Rates	Fringes

CONTRA COSTA COUNTY:
ELECTRICIANS:

Electrician	31.90	3%+8.16
Cable splicer	35.10	3%+8.16

ELEC0302B 06/01/1996

	Rates	Fringes
CONTRA COSTA COUNTY:		
LINE CONSTRUCTION:		
Line technician	29.26	3%+8.60
Cable splicer	32.19	3%+8.60
Equipment operator	26.33	3%+8.60
Ground person	21.95	3%+8.60

ELEC0332A 06/01/1999

	Rates	Fringes
SANTA CLARA COUNTY:		
ELECTRICIANS:		
Electrician	33.50	3% + 11.06
Cable splicer	37.69	3% + 11.06

FOOTNOTES:

Work under compressed air or where gas masks are required, or work on ladders, scaffolds, stacks, "Bosun's chairs," or other structures and where the workers are not protected by permanent guard rails at a distance of 40 to 60 ft. from the ground or supporting structures: to be paid one and one-half times the straight-time rate of pay.

Work on structures of 60 ft. or over (as described above): to be paid twice the straight-time rate of pay.

Welding: $5.00 per day additional.

ELEC0332B 06/01/1999

	Rates	Fringes
SANTA CLARA COUNTY:		
LINE CONSTRUCTION:		
Line technician; line equipment person	33.50	3% + 11.06
Cable splicer	37.69	3% + 11.06
Ground person	29.32	3% + 10.11

FOOTNOTE:

Work on wooden poles, "H" frames or similar structures at a height of 75 ft. or more, or work on steel towers on tower structures where the point of attachment of the lowest high voltage insulator to the tower is 100 ft. or more: to be paid double time.

Flood lighting equipment or warning and signal lighting or similar equipment installed on towers over 100 ft. shall be considered premium work as provided above.

In determining height premium work, the top of the concrete footing of the stepped leg of the tower, or the ground level of the poles to be climbed and the lower side of the cross arm from which workers are required to work, shall be the determining factors.

There shall be no height premium work for the erection of steel transmission towers themselves.

ELEC0595A 06/01/1999

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                                      Rates           Fringes
ALAMEDA COUNTY:
ELECTRICIANS:
  Electrician                          31.94           3% + 11.86
  Cable splicer                        35.93           3% + 11.86
-----------------------------------------------------------------
 ELEC0595B  12/01/1999
                                      Rates           Fringes
CALAVERAS AND SAN JOAQUIN COUNTIES:
ELECTRICIANS:
  Tunnel work:
 Electrician                       27.19           5.75%+ 8.59
 Cable splicer                     30.59           5.75%+ 8.59
  All other work:
 Electrician                       27.06           5.75%+ 8.59
 Cable splicer                     30.44           5.75%+ 8.59
-----------------------------------------------------------------
 ELEC0617A  06/01/1999
                                      Rates           Fringes
SAN MATEO COUNTY:
ELECTRICIAN                           35.80           3% + 9.86
-----------------------------------------------------------------
 ELEC0684A  07/01/1999
                                      Rates           Fringes
MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES:
ELECTRICIANS:
  Work eight road miles from the
 City Halls of Modesto, Turlock
 and Merced; 0-2 air miles from
 the intersection of Washington
 St. and Stockton Rd., Sonora:
   Uncompleted tunnel work:
     Electrician                   25.32           6% + 8.65
     Cable splicer                 27.85           6% + 8.65
     Electrician when welding
or heliarc                  26.57           6% + 8.65
   Heading electrician:
     Electrician                   27.02           6% + 8.65
     Cable splicer                 29.72           6% + 8.65
     Electrician when welding
or heliarc                  28.27           6% + 8.65
   All other work:
Electrician                 25.17           6% + 8.65
Cable splicer               27.69           6% + 8.65
Electrician when welding
  or heliarc                26.42           6% + 8.65
  Work in Merced and Stanislaus
 Counties to that point 200 yds.
 west of and parallel to Hwy. I-5
 (except Zone 1):
   Uncompleted tunnel work:
     Electrician                   26.32           6% + 8.65
     Cable splicer                 28.85           6% + 8.65
     Electrician when welding
or heliarc                  27.57           6% + 8.65
   Heading electrician:
     Electrician                   28.02           6% + 8.65
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     Cable splicer                 30.72           6% + 8.65
     Electrician when welding
or heliarc                  29.27           6% + 8.65
   All other work:
     Electrician                   26.17           6% + 8.65
     Cable splicer                 28.69           6% + 8.65
     Electrician when welding
or heliarc                  27.42           6% + 8.65
  Work 2-4 air miles from the
 intersection of Washington St.
 and Stockton Rd., Sonora.
 Four air miles from the City
 Halls of Mariposa and Los Banos:
   Uncompleted tunnel work:
     Electrician                   27.07           6% + 8.65
     Cable splicer                 29.60           6% + 8.65
     Electrician when welding
or heliarc                  28.32           6% + 8.65
   Heading electrician:
     Electrician                   28.77           6% + 8.65
     Cable splicer                 31.47           6% + 8.65
     Electrician when welding
or heliarc                  30.02           6% + 8.65
   All other work:
     Electrician                   26.92           6% + 8.65
     Cable splicer                 29.44           6% + 8.65
     Electrician when welding
or heliarc                  28.17           6% + 8.65
  Work in remainder of Mariposa,
 Merced, Stanislaus and
 Tuolumne Counties:
   Uncompleted tunnel work:
     Electrician                   28.32           6% + 8.65
     Cable splicer                 30.85           6% + 8.65
     Electrician when welding
or heliarc                  29.57           6% + 8.65
   Heading electrician:
     Electrician                   30.02           6% + 8.65
     Cable splicer                 32.72           6% + 8.65
     Electrician when welding
or heliarc                  31.27           6% + 8.65
   All other work:
     Electrician                   28.17           6% + 8.65
     Cable splicer                 30.69           6% + 8.65
     Electrician when welding
or heliarc                  29.42           6% + 8.65
FOOTNOTE:
  Work from trusses, scaffolds, frames, ladders, etc., at a
distance of 40 ft. or more from the ground floor, or work on
stacks or towers at a distance of 60 to 90 ft.: to be paid double
the regular rate.
  Work where other than climatic temperatures exceed 130 degrees
F. maximum or 20 degrees F. minimum: to be paid 1-1/2 times the
regular rate.
-----------------------------------------------------------------
 ELEC1245A  06/01/1999
                                     Rates           Fringes
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LINE CONSTRUCTION AND OUTSIDE UTILITY TRANSMISSION WORK:

Line worker; Cable splicer	30.39	4.5% + 6.78
Powder worker	28.87	4.5% + 6.54
Ground person	19.75	4.5% + 6.50
Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), and overhead and underground distribution line equipment)	25.83	4.5% + 6.50
Line worker, welding	31.91	4.5% + 7.02

SCOPE OF WORK:
All outside work on electrical transmission lines, switchyards and substations, and outside work in electrical utility distribution systems owned, maintained and operated by electrical utility companies, municipalities, or governmental agencies.

ELEV0008A 08/01/1999

	Rates	Fringes
ELEVATOR MECHANIC	40.955	6.935

FOOTNOTE:
Vacation Pay: 8% with 5 or more years of service, 6% for 6 months to 5 years service. Paid Holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Friday after, and Christmas Day.

ENGI0001A 05/01/1999

	Rates	Fringes
POWER EQUIPMENT OPERATORS		
CRANES AND ATTACHMENTS		
DREDGING		
TUNNEL AND UNDERGROUND		

These areas do not apply to piledrivers and steel erectors.
AREA 1: ALAMEDA, CONTRA COSTA, KINGS, MERCED, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ AND STANISLAUS COUNTIES
The remaining counties are split between Area 1 and Area 2 as noted below:
CALAVERAS COUNTY:
AREA 1: Area within the line beginning at the southernmost point of Calaveras County,
Thence northerly along the southeasterly county line to the intersection with the easterly line of Range 15 East,
Thence northerly to the northeast corner of Township 5N, Range 15E,
Thence westerly to the southeast corner of Township 6N, Range 14E,
Thence northerly along the range line to the intersection with the northerly line of said county,
Thence westerly and southerly along the county line to the point of beginning.
AREA 2: Remainder of Calaveras County.
FRESNO COUNTY:
AREA 1: Area within the line beginning at the southeast corner of Township 13S, Range 28E,
Thence northerly to the northeast corner of Township 13S,

Range 28E,
Thence westerly to the southeast corner of Township 12S, Range 27E,
Thence northerly to the northeast corner of Township 12S, Range 27E,
Thence westerly to the southeast corner of Township 11S, Range 26E,
Thence northerly to the northeast corner of Township 11S, Range 26E,
Thence westerly to the southeast corner of Township 10S, Range 25E,
Thence northerly to the northeast corner of Township 9S, Range 25E,
Thence westerly to the southeast corner of Township 8S, Range 24E,
Thence northerly to the northeast corner of Township 8S, Range 24E,
Thence westerly along the north line of Township 8S to the intersection with the Fresno County line,
Thence southwesterly and northwesterly along said county line to the intersection with the southeasterly line of Merced County,
Thence southwesterly along said county line to the intersection with the easterly line of San Benito County,
Thence southerly along said county line to the intersection with the easterly line of Monterey County,
Thence southeasterly along said county line to the intersection with the northwesterly line of Kings County,
Thence northeasterly along the southeasterly line of Fresno County to the point of beginning.
AREA 2: Remainder of Fresno County.

MADERA COUNTY:
AREA 1: Area within the line beginning at the point of intersection of Fresno County, Madera County, and Merced County,
Thence southeasterly and northeasterly along the southerly line of Madera County to the intersection with the northerly line of Township 8S,
Thence westerly to the southeast corner of Township 7S, Range 23E,
Thence northerly to the northeast corner of Township 6S, Range 23E,
Thence westerly along the north line of Township 6S to the intersection of the northwesterly line of Madera County,
Thence southwesterly along said county line to the point of beginning.
AREA 2: Remainder of Madera County.

MARIPOSA COUNTY:
AREA 1: Area within the line beginning at the point of intersection of Stanislaus County with Mariposa County,
Thence southeasterly along the westerly line of Mariposa County to the intersection of Madera County,
Thence northeasterly along said county line to the intersection of the southerly line of Township 5S,
Thence westerly to the southeast corner of Township 5S, Range 20E,
Thence northerly to the northeast corner of Township 5S,

Range 20E,
Thence westerly to the southeast corner of Township 4S, Range 19E,
Thence northerly along the range line to the intersection with the northerly line of Mariposa County,
Thence westerly along said county line to the point of beginning.
AREA 2: Remainder of Mariposa County.

MONTEREY COUNTY:
AREA 1: Area within a line beginning at the intersection of the southerly line of Township 19S with the Pacific Ocean,
Thence easterly along the southerly line of Township 19S to the northwest corner of Township 20S, Range 6E,
Thence southerly to the southwest corner of Township 20S, range 6E,
Thence easterly to the northwest corner of Township 21S, Range 7E,
Thence southerly to the southwest corner of Township 21S, Range 7E,
Thence easterly to the northwest corner of Township 22S, Range 9E,
Thence southerly to the southwest corner of Township 22S, Range 9E,
Thence easterly to the northwest corner of Township 23S, Range 10E,
Thence southerly to the southwest corner of Township 24S, Range 10E,
Thence easterly along the southerly line of Township 24S to the southeasterly corner of Monterey County,
Thence northwesterly along said county line to the point of intersection with the southerly line of Santa Cruz County,
Thence westerly along the northerly line of Monterey County to the Pacific Ocean,
Thence southerly along the Pacific Ocean to the point of beginning.
AREA 2: Remainder of Monterey County.

TUOLUMNE COUNTY:
AREA 1: Area within the line beginning at the point of intersection of the easterly line of Township 2S, Range 19E, with the southerly line of Tuolumne County,
Thence northerly to the northeast corner of Township 1S, Range 19E,
Thence westerly to the southeast corner of Township 1N, Range 18E,
Thence northerly to the northeast corner of Township 3N, Range 18E,
Thence westerly to the southeast corner of Township 4N, Range 17E,
Thence northerly to the northeast corner of Township 4N, Range 17E,
Thence northerly to the northeast corner of Township 4N, Range 17E,
Thence westerly to the southeast corner of Township 5N, Range 15E,
Thence northerly to the intersection of the county line with the easterly line of Township 5N, Range 15E,
Thence southwesterly along the county line to the

intersection of the northeasterly line of Stanislaus County,
Thence southeasterly along said county line to the southernmost corner of Tuolumne County,
Thence easterly along the county line to the point of beginning.
AREA 2: Remainder of Tuolumne County.

ENGI0003B 07/01/1999

	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
DREDGING: CLAMSHELL & DIPPER DREDGING;		
HYDRAULIC SUCTION DREDGING:		
AREA 1:		
Lever person/operator	32.79	11.16
Dredge dozer; Heavy duty repair person/welder	27.83	11.16
Booster pump operator; Deck engineer; Deck mate; Dredge tender; Winch operator	26.71	11.16
Barge person; Deckhand; Fire person; Leveehand; Oiler	23.41	11.16
AREA 2:		
Lever person/operator	34.79	11.16
Dredge dozer; Heavy duty repair person/welder	29.83	11.16
Booster pump operator; Deck engineer; Deck mate; Dredge tender; Winch operator	28.71	11.16
Barge person; Deckhand; Fire-person; Levee hand; Oiler	25.41	11.16

ENGI0003C 07/01/1999

	Rates	Fringes
ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES:		
POWER EQUIPMENT OPERATORS:		
GROUP 1	31.82	12.79
GROUP 2	30.29	12.79
GROUP 3	28.81	12.79
GROUP 4	27.43	12.79
GROUP 5	26.16	12.79
GROUP 6	24.84	12.79
GROUP 7	23.70	12.79
GROUP 8	22.56	12.79
GROUP 8-A	20.35	12.79
POWER EQUIPMENT OPERATORS - ALL CRANES AND ATTACHMENTS:		
GROUP 1	32.70	12.79
Truck crane oiler	25.73	12.79
Oiler	23.44	12.79
GROUP 2	30.94	12.79
Truck crane oiler	25.47	12.79
Oiler	23.23	12.79
GROUP 3	29.20	12.79
Truck crane oiler	25.23	12.79
Hydraulic	24.84	12.79
Oiler	22.95	12.79

POWER EQUIPMENT OPERATORS - PILEDRIVERS:

GROUP 1	33.04	12.79
Truck crane oiler	26.06	12.79
Oiler	23.78	12.79
GROUP 2	31.22	12.79
Truck crane oiler	25.81	12.79
Oiler	23.51	12.79
GROUP 3	29.54	12.79
Truck crane oiler	25.52	12.79
Oiler	23.29	12.79
GROUP 4	27.77	12.79
GROUP 5	25.13	12.79
GROUP 6	22.90	12.79

POWER EQUIPMENT OPERATORS - STEEL ERECTORS:

GROUP 1	33.67	12.79
Truck crane oiler	26.35	12.79
Oiler	24.12	12.79
GROUP 2	31.90	12.79
Truck crane oiler	26.13	12.79
Oiler	23.85	12.79
GROUP 3	30.42	12.79
Truck crane oiler	25.86	12.79
Hydraulic	25.47	12.79
Oiler	23.63	12.79
GROUP 4	28.40	12.79
GROUP 5	27.10	12.79

FOOTNOTE:

Work suspended by ropes or cables, or work on a Yo-Yo Cat: $.60 per hour additional.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine; Crane mounted continuous flight tie back machine; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Multiple engine scraper (when used as plush pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572, or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/boxperson; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull-type elevating loader; Gradesetter, grade checker (mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants;

Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber-tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt; Mine or shaft hoist; Portable crusher; Power jumbo ooperator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom-type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, ariports and canals); Deck engineer, drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcatlarger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); screed (except asphaltic concrete paving); Self-propelled pipeline wrapping machine; Soils & materials tester; Tractor

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker (with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip seal; Self-propelled automatically applied concrete curing machine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck-type loader

GROUP 8: Bit charpener; Boiler tender; Box operator;

Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete dquipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator; Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader - Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe - trencher)

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and Dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and Dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and Dragline up to and including 1 cu. yd.; Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons; Boom truck or dual purpose A-frame truck, non-rotating, over 15 tons

POWER EQUIPMENT OPERATORS - PILEDRIVER CLASSIFICATIONS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

POWER EQUIPMENT OPERATORS - STEEL ERECTOR CLASSIFICATIONS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane, over 45 tons up to and including 100 tons; Derrick, 100 tons & under; Self-propelled boom-type lifting device over 45 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder
GROUP 5: Boom cat

ENGI0003G 07/01/1999

	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
TUNNEL AND UNDERGROUND WORK:		
AREA 1:		
UNDERGROUND:		
GROUP 1-A	30.29	12.79
GROUP 1	27.82	12.79
GROUP 2	26.56	12.79
GROUP 3	25.23	12.79
GROUP 4	24.09	12.79
GROUP 5	22.95	12.79
SHAFTS, STOPES AND RAISES:		
GROUP 1-A	30.39	12.79
GROUP 1	27.92	12.79
GROUP 2	26.66	12.79
GROUP 3	25.33	12.79
GROUP 4	24.19	12.79
GROUP 5	23.05	12.79
AREA 2:		
UNDERGROUND:		
GROUP 1-A	32.29	12.79
GROUP 1	29.82	12.79
GROUP 2	28.56	12.79
GROUP 3	27.23	12.79
GROUP 4	26.09	12.79
GROUP 5	24.95	12.79
SHAFTS, STOPES AND RAISES:		
GROUP 1-A	32.39	12.79
GROUP 1	29.92	12.79
GROUP 2	28.66	12.79
GROUP 3	27.33	12.79
GROUP 4	26.19	12.79
GROUP 5	25.05	12.79

FOOTNOTE:
Work suspended by ropes or cables, or work on a Yo-Yo Cat: $.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS
GROUP 1-A: Tunnel bore machine operator, 20' diameter or more
GROUP 1: Heading shield operator; Heavy-duty repairperson/welder; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator
GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator
GROUP 3: Drill doctor; Mine or shaft hoist
GROUP 4: Combination slurry mixer cleaner; Grouting machine operator; Motor person
GROUP 5: Bit sharpener; Brake person; Combination mixer and compressor (gunite); Compressor operator; Oiler (assistant to engineer); Pump operator; Slusher operator

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ENGI0004K 07/01/1999

	Rates	Fringes

KINGS, MERCED, SAN BENITO, SAN JOAQUIN, SANTA CRUZ AND STANISLAUS COUNTIES:

BUILDING CONSTRUCTION:

POWER EQUIPMENT OPERATORS:

GROUP 1	30.40	12.79
GROUP 2	28.95	12.79
GROUP 3	27.55	12.79
GROUP 4	26.22	12.79
GROUP 5	25.01	12.79
GROUP 6	23.74	12.79
GROUP 7	22.65	12.79
GROUP 8	21.57	12.79
GROUP 8-A	19.45	12.79

POWER EQUIPMENT OPERATORS - ALL CRANES AND ATTACHMENTS:

GROUP 1	31.25	12.79
Truck crane oiler	24.59	12.79
Oiler	22.42	12.79
GROUP 2	29.56	12.79
Truck crane oiler	24.35	12.79
Oiler	22.20	12.79
GROUP 3	27.92	12.79
Truck crane oiler	24.11	12.79
Hydraulic	23.74	12.79
Oiler	21.95	12.79

POWER EQUIPMENT OPERATORS - PILEDRIVERS:

GROUP 1	31.56	12.79
Truck crane oiler	24.91	12.79
Oiler	22.74	12.79
GROUP 2	29.85	12.79
Truck crane oiler	24.68	12.79
Oiler	22.49	12.79
GROUP 3	28.24	12.79
Truck crane oiler	24.41	12.79
Oiler	22.26	12.79
GROUP 4	26.54	12.79
GROUP 5	24.04	12.79
GROUP 6	21.90	12.79

POWER EQUIPMENT OPERATORS - STEEL ERECTION:

GROUP 1	32.19	12.79
Truck crane oiler	25.20	12.79
Oiler	23.06	12.79
GROUP 2	30.48	12.79
Truck crane oiler	24.98	12.79
Oiler	22.81	12.79
GROUP 3	29.09	12.79
Truck crane oiler	24.73	12.79
Hydraulic	24.35	12.79
Oiler	22.58	12.79
GROUP 4	27.16	12.79
GROUP 5	25.91	12.79

HEAVY AND HIGHWAY CONSTRUCTION:

POWER EQUIPMENT OPERATORS:

GROUP 1	31.82	12.79
GROUP 2	30.29	12.79
GROUP 3	28.81	12.79
GROUP 4	27.43	12.79
GROUP 5	26.16	12.79

GROUP 6	24.84	12.79
GROUP 7	23.70	12.79
GROUP 8	22.56	12.79
GROUP 8-A	20.35	12.79
POWER EQUIPMENT OPERATORS - ALL CRANES AND ATTACHMENTS:		
GROUP 1	32.70	12.79
Truck crane oiler	25.73	12.79
Oiler	23.44	12.79
GROUP 2	30.94	12.79
Truck crane oiler	25.47	12.79
Oiler	23.23	12.79
GROUP 3	29.20	12.79
Truck crane oiler	25.23	12.79
Hydraulic	24.84	12.79
Oiler	22.95	12.79
POWER EQUIPMENT OPERATORS - PILEDRIVERS:		
GROUP 1	33.04	12.79
Truck crane oiler	26.06	12.79
Oiler	23.78	12.79
GROUP 2	31.22	12.79
Truck crane oiler	25.81	12.79
Oiler	23.51	12.79
GROUP 3	29.54	12.79
Truck crane oiler	25.52	12.79
Oiler	23.29	12.79
GROUP 4	27.77	12.79
GROUP 5	25.13	12.79
GROUP 6	22.90	12.79
POWER EQUIPMENT OPERATORS - STEEL ERECTORS:		
GROUP 1	33.67	12.79
Truck crane oiler	26.35	12.79
Oiler	24.12	12.79
GROUP 2	31.90	12.79
Truck crane oiler	26.13	12.79
Oiler	23.85	12.79
GROUP 3	30.42	12.79
Truck crane oiler	25.86	12.79
Hydraulic	25.47	12.79
Oiler	23.63	12.79
GROUP 4	28.40	12.79
GROUP 5	27.10	12.79

FOOTNOTE:

Work suspended by ropes or cables, or work on a Yo-Yo Cat: $.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine; Crane mounted continuous flight tie back machine; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Multiple engine scraper (when used as push pull);

Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull-type elevating loader; Gradesetter, grade checker (mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber-tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom-type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self-propelled pipeline wrapping machine; Soils & materials tester; Tractor

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons; Cary lift or similar; Combination slurry

mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing mahcine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck-type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator; Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader - Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe - trencher)

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons; Boom truck or dual purpose A-frame truck, non-rotating, over 15 tons

POWER EQUIPMENT OPERATORS - PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow

piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under
GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder
GROUP 5: Deck engineer
GROUP 6: Deckhand; Fire tender
POWER EQUIPMENT OPERATORS - STEEL ERECTORS
GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons
GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane
GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under
GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder
GROUP 5: Boom cat

ENGI0004L 07/01/1999

	Rates	Fringes
CALAVERAS, FRESNO, MADERA, MARIPOSA, MONTEREY AND TUOLUMNE COUNTIES:		
BUILDING CONSTRUCTION:		
POWER EQUIPMENT OPERATORS:		
AREA 1:		
GROUP 1	30.40	12.79
GROUP 2	28.95	12.79
GROUP 3	27.55	12.79
GROUP 4	26.22	12.79
GROUP 5	25.01	12.79
GROUP 6	23.74	12.79
GROUP 7	22.65	12.79
GROUP 8	21.57	12.79
GROUP 8-A	19.45	12.79
AREA 2:		
GROUP 1	32.40	12.79
GROUP 2	30.95	12.79
GROUP 3	29.55	12.79
GROUP 4	28.22	12.79
GROUP 5	27.01	12.79
GROUP 6	25.74	12.79
GROUP 7	24.65	12.79
GROUP 8	23.57	12.79
GROUP 8-A	21.45	12.79
POWER EQUIPMENT OPERATORS - ALL CRANES AND ATTACHMENTS:		
AREA 1:		
GROUP 1	31.25	12.79
Truck crane oiler	24.59	12.79
Oiler	22.42	12.79
GROUP 2	29.56	12.79
Truck crane oiler	24.35	12.79
Oiler	22.20	12.79
GROUP 3	27.92	12.79
Truck crane oiler	24.11	12.79
Hydraulic	23.74	12.79
Oiler	21.95	12.79
AREA 2:		

GROUP 1	33.25	12.79
Truck crane oiler	26.59	12.79
Oiler	24.42	12.79
GROUP 2	31.56	12.79
Truck crane oiler	26.35	12.79
Oiler	24.20	12.79
GROUP 3	29.92	12.79
Truck crane oiler	26.11	12.79
Hydraulic	25.74	12.79
Oiler	23.95	12.79
POWER EQUIPMENT OPERATORS - PILEDRIVERS:		
GROUP 1	31.56	12.79
Truck crane oiler	24.91	12.79
Oiler	22.74	12.79
GROUP 2	29.85	12.79
Truck crane oiler	24.68	12.79
Oiler	22.49	12.79
GROUP 3	28.24	12.79
Truck crane oiler	24.41	12.79
Oiler	22.26	12.79
GROUP 4	26.54	12.79
GROUP 5	24.04	12.79
GROUP 6	21.90	12.79
POWER EQUIPMENT OPERATORS - STEEL ERECTION:		
GROUP 1	32.19	12.79
Truck crane oiler	25.20	12.79
Oiler	23.06	12.79
GROUP 2	30.48	12.79
Truck crane oiler	24.98	12.79
Oiler	22.81	12.79
GROUP 3	29.09	12.79
Truck crane oiler	24.73	12.79
Hydraulic	24.35	12.79
Oiler	22.58	12.79
GROUP 4	27.16	12.79
GROUP 5	25.91	12.79
HEAVY AND HIGHWAY CONSTRUCTION:		
POWER EQUIPMENT OPERATORS:		
AREA 1:		
GROUP 1	31.82	12.79
GROUP 2	30.29	12.79
GROUP 3	28.81	12.79
GROUP 4	27.43	12.79
GROUP 5	26.16	12.79
GROUP 6	24.84	12.79
GROUP 7	23.70	12.79
GROUP 8	22.56	12.79
GROUP 8-A	20.35	12.79
AREA 2:		
GROUP 1	33.82	12.79
GROUP 2	32.29	12.79
GROUP 3	30.81	12.79
GROUP 4	29.43	12.79
GROUP 5	28.16	12.79
GROUP 6	26.84	12.79
GROUP 7	25.70	12.79
GROUP 8	24.56	12.79

GROUP 8-A	22.35	12.79
POWER EQUIPMENT OPERATORS - ALL CRANES AND ATTACHMENTS:		
AREA 1:		
GROUP 1	32.70	12.79
Truck crane oiler	25.73	12.79
Oiler	23.44	12.79
GROUP 2	30.94	12.79
Truck crane oiler	25.47	12.79
Oiler	23.23	12.79
GROUP 3	29.20	12.79
Truck crane oiler	25.23	12.79
Hydraulic	24.84	12.79
Oiler	22.95	12.79
AREA 2:		
GROUP 1	34.70	12.79
Truck crane oiler	27.73	12.79
Oiler	25.44	12.79
GROUP 2	32.94	12.79
Truck crane oiler	27.47	12.79
Oiler	25.23	12.79
GROUP 3	31.20	12.79
Truck crane oiler	27.23	12.79
Hydraulic	26.84	12.79
Oiler	24.95	12.79
POWER EQUIPMENT OPERATORS - PILEDRIVERS:		
GROUP 1	33.04	12.79
Truck crane oiler	26.06	12.79
Oiler	23.78	12.79
GROUP 2	31.22	12.79
Truck crane oiler	25.81	12.79
Oiler	23.51	12.79
GROUP 3	29.54	12.79
Truck crane oiler	25.52	12.79
Oiler	23.29	12.79
GROUP 4	27.77	12.79
GROUP 5	25.13	12.79
GROUP 6	22.90	12.79
POWER EQUIPMENT OPERATORS - STEEL ERECTORS:		
GROUP 1	33.67	12.79
Truck crane oiler	26.35	12.79
Oiler	24.12	12.79
GROUP 2	31.90	12.79
Truck crane oiler	26.13	12.79
Oiler	23.85	12.79
GROUP 3	30.42	12.79
Truck crane oiler	25.86	12.79
Hydraulic	25.47	12.79
Oiler	23.63	12.79
GROUP 4	28.40	12.79
GROUP 5	27.10	12.79

FOOTNOTE:

Work suspended by ropes or cables, or work on a Yo-Yo Cat: $.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine; Crane mounted continuous flight tie back machine; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull-type elevating loader; Gradesetter, grade checker (mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber-tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom-type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving

fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self-propelled pipeline wrapping machine; Soils & materials tester; Tractor

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing mahcine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck-type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator; Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader - Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe - trencher)

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons; Boom truck or dual purpose A-frame truck, non-rotating, over 15 tons

POWER EQUIPMENT OPERATORS - PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting

device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

POWER EQUIPMENT OPERATORS - STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

IRON0001U 01/01/2000

	Rates	Fringes
ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS AND TUOLUMNE COUNTIES:		
IRONWORKERS:		
Fence erector	23.29	13.83
Ornamental, reinforcing and structural	24.18	13.83

FOOTNOTE:

CITY OF SAN FRANCISCO (defined as the city limits of San Francisco (as described by the San Francisco County Recorder's Office as of July 1, 1998), the Golden Gate Bridge in its entirety, and the west side of the San Francisco Bay Bridge up to and including Treasure Island):

Congestion zone fee: $8.00 per day.

IRON0001V 07/01/1999

	Rates	Fringes
MONTEREY COUNTY:		
IRONWORKERS:		
Fence erector	23.29	13.83
Ornamental, reinforcing and structural	24.18	13.83

FOOTNOTE:

Work at the Army Defense Language Institute, and the Naval Post Graduate School: $2.00 per hour additional.

LABO0036A 07/01/1999

	Rates	Fringes

SAN FRANCISCO AND SAN MATEO COUNTIES:

BRICK TENDER	19.84	7.57

FOOTNOTES:

Underground work such as sewers, manholes, catch basins, sewer pipes, telephone conduits, tunnels and cut trenches: $5.00 per day additional.

Work in live sewage: $2.50 per day additional.

LABO0036B 07/01/1999

	Rates	Fringes
SAN FRANCISCO AND SAN MATEO COUNTIES:		
PLASTERER TENDER	19.87	7.66

FOOTNOTES:

Work on a suspended scaffold: $5.00 per day additional.

Work operating a plaster mixer pump gun: $1.00 per hour additional.

LABO0067B 12/01/1998

	Rates	Fringes
ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO, AND SANTA CLARA COUNTIES:		
ASBESTOS REMOVAL LABORER	12.17	4.13
CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS, AND TUOLUMNE COUNTIES:		
ASBESTOS REMOVAL LABORER	10.58	4.13

SCOPE OF WORK:

Covers site mobilization; initial site clean-up; site preparation; removal of asbestos-containing materials from walls and ceilings; or from pipes, boilers and mechanical systems only if they are being scrapped; encapsulation, enclosure and disposal of asbestos-containing materials by hand or with equipment or machinery; scaffolding; fabrication of temporary wooden barriers; and assembly of decontamination stations.

LABO0067H 07/01/1999

	Rates	Fringes
ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES:		
LABORERS:		
Construction specialist group	22.36	7.44
Group 1	21.66	7.44
Group 1-a	21.88	7.44
GROUP 1-b: see note below		
GROUP 1-c	21.71	7.44
GROUP 1-d: see note below		
GROUP 1-e	22.21	7.44
GROUP 1-f	22.24	7.44
GROUP 1-g (Contra Costa County)	21.86	7.44
GROUP 2	21.51	7.44
GROUP 3	21.41	7.44
GROUP 4	15.10	7.44
See groups 1-b and 1-d under laborer classifications.		
GUNITE LABORERS:		
GROUP 1	22.62	7.44
GROUP 2	22.12	7.44
GROUP 3	21.53	7.44

GROUP 4	21.41	7.44
WRECKING WORK:		
GROUP 1	21.66	7.44
GROUP 2	21.51	7.44
GROUP 3	15.10	7.44
GARDENERS, HORTICULTURAL AND LANDSCAPE LABORERS:		
New construction	21.41	7.44
Establishment warranty period	15.10	7.44
TUNNEL AND SHAFT LABORERS:		
GROUP 1	26.02	7.44
GROUP 2	25.79	7.44
GROUP 3	25.54	7.44
GROUP 4	25.27	7.44
GROUP 5	25.09	7.44
GROUP 6	24.55	7.44

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Masonry and plasterer tender; Cast-in-place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous

waste worker (lead removal); Asbestos and mold removal worker
GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder
GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.
GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding
GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.
GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.
GROUP 1-f: Wire winding machine in connection with guniting or shot crete
GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters
GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches
GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer;

Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)
GROUP 4: All clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.
The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS
GROUP 1: Structural nozzle operator
GROUP 2: Nozzle operator (including gun, pot); Ground person
GROUP 3: Rebound
GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS
GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)
GROUP 2: Semi-skilled wrecker (salvaging of other building materials)
GROUP 3: General laborer (includes all clean-up work, loading lumber, loading and burning of debris)

TUNNEL AND SHAFT LABORER CLASSIFICATIONS
GROUP 1: Diamond driller; Ground person; Gunite and shotcrete nozzle operator
GROUP 2: Rod person; Shaft work & raise (below actual or excavated ground level)
GROUP 3: Bit grinder; Blaster, driller, powder person - heading; Cherry picker operator - where car is lifted; Concrete finisher in tunnel; Concrete screed person; Grout pump operator and pot person; Gunite & shotcrete gun person & pot person; Header person; High pressure nozzle operator; Miner - tunnel, including top and bottom person on shaft and raise work; Nipper; Nozzle operator on slick line; Sandblaster - pot person
GROUP 4: Steel form raiser and setter; Timber person, retimber person (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powder person - primer house
GROUP 5: Vibrator operator, pavement breaker; Bull gang - muckers, track person; Concrete crew - includes rodding and spreading
GROUP 6: Dump person (any method); Grout crew; Rebound person; Swamper

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LABO0067J 07/01/1999

	Rates	Fringes
CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE COUNTIES:		
LABORERS:		
Construction specialist group	21.36	7.44
GROUP 1	20.66	7.44

GROUP 1-a	20.88	7.44
GROUP 1-b: see note below		
GROUP 1-c	20.71	7.44
GROUP 1-d: see note below		
GROUP 1-e	21.21	7.44
GROUP 1-f	21.24	7.44
GROUP 2	20.51	7.44
GROUP 3	20.41	7.44
GROUP 4	14.10	7.44

See groups 1-b and 1-d under laborer classifications.

GUNITE LABORERS:		
GROUP 1	21.62	7.44
GROUP 2	21.12	7.44
GROUP 3	20.53	7.44
GROUP 4	20.41	7.44
WRECKING WORK:		
GROUP 1	20.66	7.44
GROUP 2	20.51	7.44
GROUP 3	14.10	7.44
GARDENERS, HORTICULTURAL AND LANDSCAPE LABORERS:		
New construction	20.41	7.44
Establishment warranty period	14.10	7.44
TUNNEL AND SHAFT LABORERS:		
GROUP 1	26.02	7.44
GROUP 2	25.79	7.44
GROUP 3	25.54	7.44
GROUP 4	25.27	7.44
GROUP 5	25.09	7.44
GROUP 6	24.55	7.44

FOOTNOTE:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts (not applicable to workers entitled to receive the wage rate set forth in Group 1-a): $0.25 per hour additional.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Masonry and plasterer tender; Cast-in-place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

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joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes, shall receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds (underground structures). All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held,

pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches
GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)
GROUP 4: All clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.
The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".
GUNITE LABORER CLASSIFICATIONS
GROUP 1: Structural nozzle operator
GROUP 2: Nozzle operator (including gun, pot); Ground person
GROUP 3: Rebound
GROUP 4: Gunite laborer
WRECKING WORK LABORER CLASSIFICATIONS
GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)
GROUP 2: Semi-skilled wrecker (salvaging of other building materials)
GROUP 3: General laborer (includes all clean-up work, loading lumber, loading and burning of debris)
TUNNEL AND SHAFT LABORER CLASSIFICATIONS
GROUP 1: Diamond driller; Ground person; Gunite and shotcrete nozzle operator
GROUP 2: Rod person; Shaft work & raise (below actual or excavated ground level)
GROUP 3: Bit grinder; Blaster, driller, powder person - heading; Cherry picker operator - where car is lifted; Concrete finisher in tunnel; Concrete screed person; Grout pump operator and pot person; Gunite & shotcrete gun person & pot person; Header person; High pressure nozzle operator; Miner - tunnel, including top and bottom person on shaft and raise work; Nipper; Nozzle operator on slick line; Sandblaster - pot person
GROUP 4: Steel form raiser and setter; Timber person, retimber person (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powder prerson - primer house
GROUP 5: Vibrator operator, pavement breaker; Bull gang - muckers, track person; Concrete crew - includes rodding and spreading
GROUP 6: Dump person (any method); Grout crew; Rebound person; Swamper
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 LABO0073C  07/01/1999
                                     Rates           Fringes
CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND
TUOLUMNE COUNTIES:
BRICK TENDER                          23.20           4.55
FOOTNOTE:
  Refractory work where heat-protective clothing is required:
$2.00 per hour additional.
----------------------------------------------------------------
 LABO0073E  10/01/1998
                                     Rates           Fringes
CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN,
STANISLAUS AND TUOLUMNE COUNTIES:
PLASTERER TENDER                      22.36           4.88
----------------------------------------------------------------
 LABO0166A  07/01/1999
                                     Rates           Fringes
ALAMEDA AND CONTRA COSTA COUNTIES:
BRICK TENDER                          20.90          10.26
FOOTNOTES:
  Work on jobs where heat-protective clothing is required: $2.00
per hour additional.
  Work at grinders: $.25 per hour additional.
  Manhole work: $2.00 per day additional.
----------------------------------------------------------------
 LABO0166B  07/01/1999
                                     Rates           Fringes
ALAMEDA AND CONTRA COSTA COUNTIES:
PLASTERER TENDERS:
  Plasterer tender                    23.25          10.16
  Gun operator                        24.00          10.16
----------------------------------------------------------------
 LABO0185A  07/01/1999
                                     Rates           Fringes
MONTEREY AND SAN BENITO COUNTIES:
BRICK TENDER                          22.95           4.55
FOOTNOTE:
  Refractory work where heat-protective clothing is required:
$2.00 per hour additional.
----------------------------------------------------------------
 LABO0270A  07/01/1999
                                     Rates           Fringes
SANTA CLARA COUNTY:
BRICK TENDER                          23.05           6.20
FOOTNOTE:
  Refractory work where heat-protective clothing is required:
$2.00 per hour additional.
----------------------------------------------------------------
 LABO0270B  07/01/1999
                                     Rates           Fringes
SANTA CRUZ COUNTY:
BRICK TENDER                          22.05           6.20
FOOTNOTE:
  Refractory work where heat-protective clothing is required:
$2.00 per hour additional.
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 LABO0294A  07/01/1999
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                                    Rates           Fringes
FRESNO, KINGS AND MADERA COUNTIES:
BRICK TENDER                         23.50           4.55
FOOTNOTE:
  Refractory work where heat-protective clothing is required:
$2.00 per hour additional.
----------------------------------------------------------------
 LABO0297A  09/01/1998
                                    Rates           Fringes
MONTEREY AND SAN BENITO COUNTIES:
PLASTERER TENDER                     15.95
FOOTNOTE:
  Mixer person: $4.00 per day additional.
----------------------------------------------------------------
 PAIN0008A  07/01/1999
                                    Rates           Fringes
SAN FRANCISCO COUNTY:
PAINTER                              26.56           8.20
----------------------------------------------------------------
 PAIN0012A  02/01/1999
                                    Rates           Fringes
ALAMEDA, CONTRA COSTA, MERCED, MARIPOSA, MONTEREY, SAN BENITO,
SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES:
SOFT FLOOR LAYER                    25.00          11.25
----------------------------------------------------------------
 PAIN0016A  07/01/1999
                                    Rates           Fringes
ALAMEDA AND CONTRA COSTA COUNTIES:
PAINTERS:
  Work on industrial buildings
 (used for the manufacture and
 processing of goods for sale
 or service); Also, steel
 construction (bridges, stacks,
 towers, tanks and similar
 structures):
   Brush and roller                23.35           9.19
   Spray and sandblast             23.85           9.19
   Application of exotic materials 24.10           9.19
  All other work:
 Brush and roller                  23.10           9.19
 Application of exotic materials   23.85           9.19
FOOTNOTE:
  High time (free fall conditions): With a minimum of 2 hrs.
exposure, work over 50 ft. above ground or water level to be paid
1/2 hr. per day additional; work from 100 ft. to 180 ft. above
ground or water level to be paid 1 hr. per day additional; and
work over 180 ft. above ground or water level to be paid 2 hrs.
per day additional.
----------------------------------------------------------------
 PAIN0016C  08/01/1999
                                    Rates           Fringes
ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN
MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES:
DRYWALL FINISHERS:
  Remodel/tenant improvement
 work (shopping centers,
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 offices and warehouses
 where the taping contractor
 is working directly for
 the tenant)                        21.73           8.28
  All other work                       27.43           9.98
-----------------------------------------------------------------
 PAIN0016H  01/01/1999
                                     Rates           Fringes
FRESNO, KINGS AND MADERA COUNTIES:
DRYWALL TAPER                         20.49           5.39
PAINTER                               19.74           5.39
FOOTNOTES:
  Paperhangers, and work over 30 feet (does not include work from
 a lift): $0.50 per hour additional.
  Spray painters and sandblasters: $0.75 per hour additional.
  Lead paint abaters: $0.75 per hour additional.
-----------------------------------------------------------------
 PAIN0016K  01/01/1999
                                     Rates           Fringes
FRESNO, KINGS, MADERA AND COUNTIES:
SOFT FLOOR LAYER                      18.63           4.09
-----------------------------------------------------------------
 PAIN0016N  07/01/1999
                                     Rates           Fringes
MONTEREY, SAN BENITO, SAN MATEO, SANTA CLARA AND SANTA CRUZ
COUNTIES:
PAINTER:
 COMMERCIAL/INDUSTRIAL                23.55           8.29
-----------------------------------------------------------------
 PAIN0016Q  03/01/1999
                                     Rates           Fringes
CALAVERAS AND SAN JOAQUIN COUNTIES:
Drywall Taper                         18.85           7.23
PAINTERS:
  Brush                               18.05           7.23
  Sandblaster; Waterblaster;
 Steam cleaning                     19.05           7.23
  Work with coal tar and exotic
 materials                          19.80           7.23
-----------------------------------------------------------------
 PAIN0016S  03/01/1999
                                     Rates           Fringes
 MARIPOSA, MERCED, STANISLAUS, AND TOULUMNE COUNTIES:
 DRYWALL FINSHER                       17.53           8.10
 PAINTER:
  Brush                                16.53           8.10
  Paperhanger; Spray & Sandblast       17.03           8.10
  Hazardous coating, application
  and removal                          18.28           8.10
-----------------------------------------------------------------
 PAIN0169A  07/01/1999
                                     Rates           Fringes
FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:
GLAZIER                               23.55           7.97
FOOTNOTE:
  Welding in connection with glazing work: $1.00 per hour
additional.
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PAIN0169E 07/01/1999

	Rates	Fringes
ALAMEDA AND CONTRA COSTA COUNTIES:		
GLAZIER	28.15	9.91

PAIN0169I 07/01/1999

	Rates	Fringes
ALAMEDA AND CONTRA COSTA:		
SHOWER DOOR INSTALLER	22.88	4.60

PAID HOLIDAYS:
New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.

PAIN0718B 07/01/1999

	Rates	Fringes
SAN FRANCISCO AND SAN MATEO COUNTIES:		
GLAZIER	28.17	9.89

PAIN0767A 07/01/1999

	Rates	Fringes
CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:		
GLAZIER	22.54	10.57

PAID HOLIDAYS:
New Year's Day, Washington's Birthday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, and Christmas Day.

FOOTNOTE:
Work thirty (30) feet or over free fall: $0.60 per hour additional.

PAIN1176A 04/01/1998

	Rates	Fringes
PARKING LOT STRIPING/HIGHWAY MARKING:		
GROUP 1 & GROUP 4	22.21	6.36
GROUP 2	21.10	6.36
GROUP 3 & GROUP 5	18.88	6.36
Service Person (maintenance and repair of equipment)	13.33	5.87
Parking Lot, Game Court and Playground Installer	13.80	5.87

PARKING LOT STRIPING / HIGHWAY MARKING CLASSIFICATIONS

GROUP 1: STRIPER: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape traffic stripes and markings

GROUP 2: TRAFFIC DELINEATING DEVICE APPLICATOR: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices; includes all related surface preparation (sandblasting, waterblasting, grinding) as part of the application process

GROUP 3: TRAFFIC SURFACE ABRASIVE BLASTER: Removal of traffic lines and markings; preparation of surface for coatings and traffic control devices

GROUP 4: TRAFFIC PROTECTIVE DELINEATING SYSTEMS INSTALLER: Removes, relocates, installs permanently affixed roadside and parking delineation barricades, fencing, guard rail, cable

anchor, retaining walls, reference signs, and monument markers
GROUP 5: TRAFFIC CONTROLPERSON: Sole function is to control and direct traffic through both conventional and moving lane closures

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PAIN1237C 06/01/1999

	Rates	Fringes
CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:		
SOFT FLOOR LAYER	20.57	9.10

PAIN1621A 07/01/1999

	Rates	Fringes
MONTEREY, SAN BENITO, SANTA CLARA AND SANTA CRUZ COUNTIES:		
GLAZIER	29.07	8.99

PLAS0001D 06/28/1999

	Rates	Fringes
CEMENT MASONS:		
Cement mason	22.35	9.46
Swing or slip form scaffolds; Mastic, magnesite, gypsum, epoxy, polyester, resin and all composition	23.10	9.46

PLAS0066B 07/01/1999

	Rates	Fringes
ALAMEDA, CONTRA COSTA, SAN MATEO AND SAN FRANCISCO COUNTIES:		
PLASTERER	26.86	10.05

FOOTNOTE:
Plasterers operating and working behind plaster guns: $4.00 per day additional.

PLAS0300A 07/01/1999

	Rates	Fringes
FRESNO, KINGS AND MADERA COUNTIES:		
PLASTERER	19.58	7.20
SAN BENITO, SANTA CLARA AND SANTA CRUZ COUNTIES:		
PLASTERER	22.99	7.40
CALAVERAS AND SAN JOAQUIN COUNTIES:		
PLASTERER	20.98	8.50
MONTEREY COUNTY:		
PLASTERER	22.65	6.82
MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES:		
PLASTERER	21.00	8.50

PLUM0036A 01/01/1999

	Rates	Fringes
CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:		
PLUMBER & STEAMFITTER	27.79	9.19

PLUM0036C 01/01/1999

	Rates	Fringes
MONTEREY AND SANTA CRUZ COUNTIES:		
PLUMBER & STEAMFITTER	27.29	9.19

PLUM0036E 01/01/1999

	Rates	Fringes
FRESNO COUNTY:		
PIPE TRADES PERSON:		
Building construction only	11.50	4.70

SCOPE OF WORK:

Installation of corrugated metal piping for drainage, as well as installation of corrugated metal piping for culverts in connection with storm sewers and drains; Grouting, dry packing and diapering of joints, holes or chases including paving over joints, in piping; Temporary piping for dirt work for building site preparation; Operating jack hammers, pavement breakers, chipping guns, concrete saws and spades to cut holes, chases and channels for piping systems; Digging, grading, backfilling and ground preparation for all types of pipe to all points of the jobsite; Ground preparation including ground leveling, layout and planting of shrubbery, trees and ground cover, including watering, mowing, edging, pruning and fertilizing, the breaking of concrete, digging, backfilling and tamping for the preparation and completion of all work in connection with lawn sprinkler and landscaping; Loading, unloading and distributing materials at jobsite; Putting away materials in storage bins in jobsite secure storage area; Demolition of piping and fixtures for remodeling and additions; Setting up and tearing down work benches, ladders and job shacks; Clean-up and sweeping of jobsite; Pipe wrapping and waterproofing where tar or similar material is applied for protection of buried piping; Flag person

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PLUM0036I 01/01/1999

	Rates	Fringes
MERCED COUNTY:		
PIPE TRADES PERSON:		
Building construction only	11.50	4.70

SCOPE OF WORK:

Installation of corrugated metal piping for drainage, as well as installation of corrugated metal piping for culverts in connection with storm sewers and drains; Grouting, dry packing and diapering of joints, holes or chases including paving over joints, in piping; Temporary piping for dirt work for building site preparation; Operating jack hammers, pavement breakers, chipping guns, concrete saws and spades to cut holes, chases and channels for piping systems; Digging, grading, backfilling and ground preparation for all types of pipe to all points of the jobsite; Ground preparation including ground leveling, layout and planting of shrubbery, trees and ground cover, including watering, mowing, edging, pruning and fertilizing, the breaking of concrete, digging, backfilling and tamping for the preparation and completion of all work in connection with lawn sprinkler and landscaping; Loading, unloading and distributing materials at jobsite; Putting away materials in storage bins in jobsite secure storage area; Demolition of piping and fixtures for remodeling and additions; Setting up and tearing down work benches, ladders and job shacks; Clean-up and sweeping of jobsite; Pipe wrapping and waterproofing where tar or similar material is applied for protection of buried piping; Flag person

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PLUM0038A 07/01/1999

	Rates	Fringes
SAN FRANCISCO COUNTY:		
PLUMBERS:		
Work on wooden frame structures 5 stories or less excluding high-rise buildings and commercial work such as hospitals, prisons, hotels and schools	28.50	17.35
All other work	38.00	18.42
LANDSCAPE/IRRIGATION FITTER	27.32	10.15

PLUM0159A 07/01/1999

	Rates	Fringes
CONTRA COSTA COUNTY:		
PLUMBERS & STEAMFITTERS:		
Work on apartments over 4 stories, and motels	24.51	8.79
All other work	32.61	13.39

PLUM0342A 07/01/1999

	Rates	Fringes
CONTRA COSTA COUNTY:		
STEAMFITTER	34.01	12.89

PLUM0342B 07/01/1999

	Rates	Fringes
ALAMEDA COUNTY:		
PLUMBER & STEAMFITTER	34.01	12.89

PLUM0355D 07/01/1999

	Rates	Fringes
ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS, AND TUOLUMNE COUNTIES:		
LANDSCAPE FITTER; UNDERGROUND UTILITY WORKER	22.00	4.90

PLUM0393A 09/01/1998

	Rates	Fringes
SAN BENITO AND SANTA CLARA COUNTIES:		
PLUMBER & PIPEFITTER:		
Work on motels and hotels which do not exceed 4 stories in height, excluding garages and parking areas	20.64	5.30
All other work	39.32	10.47

PLUM0467A 07/01/1999

	Rates	Fringes
SAN MATEO COUNTY:		
PLUMBER; PIPEFITTER; STEAMFITTER	35.03	11.51
REFRIGERATION & AIR CONDITIONING	36.28	11.76

ROOF0027C 09/01/1999

	Rates	Fringes
FRESNO, KINGS, AND MADERA COUNTIES:		

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ROOFER                                  20.40          6.55
FOOTNOTE:
  Work with pitch, pitch base of pitch impregnated products or
any material containing coal tar pitch, on any building old or
new, where both asphalt and pitchers are used in the application
of a built-up roof or tear off: $2.00 per hour additional.
----------------------------------------------------------------
 ROOF0040B  08/01/1999
                                      Rates          Fringes
SAN FRANCISCO & SAN MATEO COUNTIES:
ROOFER                                  21.47         10.57
----------------------------------------------------------------
 ROOF0081A  08/01/1999
                                      Rates          Fringes
ALAMEDA AND CONTRA COSTA COUNTIES:
ROOFER                                  21.45          9.60
----------------------------------------------------------------
 ROOF0081E  09/09/1999
                                      Rates          Fringes
CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND
TUOLUMNE COUNTIES:
ROOFER                                  18.87          5.94
----------------------------------------------------------------
 ROOF0095B  08/01/1996
                                      Rates          Fringes
MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES:
ROOFERS:
  Kettle person (2 kettles);
 Bitumastic, enameler,
 coal tar, pitch and
 mastic worker                       26.07          6.75
  All other work                         24.07          6.75
----------------------------------------------------------------
 SFCA0483A  01/01/2000
                                      Rates          Fringes
ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA
COUNTIES:
SPRINKLER FITTER (FIRE)                 34.59         11.20
----------------------------------------------------------------
 SFCA0669K  04/01/1999
                                      Rates          Fringes
CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN
BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE
COUNTIES:
SPRINKLER FITTER (FIRE)                 27.35          6.40
----------------------------------------------------------------
 SHEE0104A  07/01/1999
                                      Rates          Fringes
ALAMEDA AND CONTRA COSTA COUNTIES:
SHEET METAL WORKER (does not include
  metal deck and siding):
 Work on any multi-family
   dwelling over 4 stories
   that incorporates a
   separate and independent
   unit for heating and/or
   cooling purposes (excluding
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   built-up central air
   handling systems)               30.25          12.06
 Work on projects with an HVAC
   contract price of $270,000
   equipped with packaged units or
   a unitary system; Also, tenant
   completion work extending from an
   existing trunk line or an
   existing water or air loop to
   registers and/or diffusers; Also,
   remodel or add-on contracts on
   existing facilities providing the
   contract price is $165,000 or
   less; Also, architectural sheet
   metal contracts of $100,000 or
   less; Also, pre-engineered and
   pre-manufactured siding         30.03           13.53
 All other work                    35.32           13.70
-----------------------------------------------------------------
 SHEE0104B  07/01/1999
                                     Rates           Fringes
MONTEREY AND SAN BENITO COUNTIES:
SHEET METAL WORKER                    29.71          11.40
-----------------------------------------------------------------
 SHEE0104D  07/01/1999
                                     Rates           Fringes
SAN MATEO COUNTY:
SHEET METAL WORKER (does not include
  metal deck and siding):
 Work on any multi-family
   dwelling of 4 stories or
   more that incorporates
   a separate and independent
   unit for heating and/or
   cooling purposes (excluding
   built-up central air handling
   systems)                        31.82         11.54
 Work with an HVAC contract
   price of $250,000 equipped
   with packaged units or a
   unitary system; Also, tenant
   completion work extending from
   an existing trunk line or air
   loop to registers and/or
   diffusers; Also, remodel or
   add-on contracts on existing
   facilities providing the
   contract price is $150,000 or
   less; Also, architectural sheet
   metal contracts of $100,000 or
   less; Also, pre-engineered and
   pre-manufactured siding         32.67         11.94
 All other work                    36.14         12.68
-----------------------------------------------------------------
 SHEE0104E  07/01/1999
                                     Rates           Fringes
SAN FRANCISCO COUNTY:
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SHEET METAL WORKER (does not include metal deck and siding):		
Work on any multi-family dwelling of 4 stories or more that incorporates a separate and independent unit for heating and/or cooling purposes (excluding built-up central air handling systems)	32.02	11.41
Work with an HVAC contract price of $50,000 or less; Also, tenant completion work providing the contract price is $50,000 or less; Also, remodel or add-on contracts on existing facilities providing the contract price is $50,000 or less; Also, architectural sheet metal contracts of $100,000 or less; Also, pre-engineered and pre-manufactured siding	34.74	12.77
All other work	35.74	13.27

SHEE0104G 07/01/1999

	Rates	Fringes
SANTA CRUZ COUNTY:		
SHEET METAL WORKER	30.65	10.46

SHEE0104H 07/01/1999

	Rates	Fringes
SANTA CLARA COUNTY:		
SHEET METAL WORKER (does not include metal deck and siding):		
Work on any multiple family housing unit over 4 stories in height that incorporates a separate and independent unit for heating and/or cooling purposes (excluding built-up central air handling systems)	33.07	11.03
Work with an HVAC contract price of $250,000 equipped with packaged units or a unitary system; Also, tenant completion work extending from an existing trunk line or air loop to registers and/or diffusers; Also, remodel or add-on contracts on existing facilities providing the contract price is $150,000 or less; Also, architectural sheet metal contracts of $100,000 or less; Also pre-engineered and pre-manufactured siding	34.40	10.95
All other work	36.49	12.50

SHEE0104O 07/01/1999

	Rates	Fringes
ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES:		
SHEET METAL WORKERS:		
Metal deck and siding	27.44	11.80

SHEE0162A 07/01/1999

	Rates	Fringes
CALAVERAS AND SAN JOAQUIN COUNTIES:		
SHEET METAL WORKER	21.46	10.23

SHEE0162C 07/01/1999

	Rates	Fringes
MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES:		
SHEET METAL WORKER (does not include metal deck and siding)	23.05	10.85

SHEE0162D 06/01/1999

	Rates	Fringes
FRESNO, KINGS, MADERA and TULARE COUNTIES:		
SHEET METAL WORKER	25.98	11.54

SHEE0162M 07/01/1999

	Rates	Fringes
CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:		
SHEET METAL WORKERS:		
Metal deck and siding	29.42	9.52

TEAM0094A 06/16/1999

	Rates	Fringes
TRUCK DRIVERS:		
GROUP 1	21.06	11.46
GROUP 2	21.36	11.46
GROUP 3	21.66	11.46
GROUP 4	22.01	11.46
GROUP 5	22.36	11.46

FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.

Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room

attendant (refineries)
GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Vacuum trucks, under 7,500 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and "A" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor
GROUP 3: Dump trucks, 8 yds. and including 35 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks, 7,500 gals. and over; Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self-propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Truck repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow
GROUP 4: Dump trucks, over 35 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers
GROUP 5: Dump trucks, 65 yds. and over; Holland hauler

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(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

BRS Document Viewer
General Decision Number CA000031

General Decision Number CA000031
Superseded General Decision No. CA990031
State: California Construction Type:
BUILDING
DREDGING
HEAVY
HIGHWAY
County(ies):
INYO BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	02/11/2000
1	04/14/2000

COUNTY(ies):
INYO * ASBE0005B 01/01/2000

	Rates	Fringes
INSULATOR/ASBESTOS WORKER Includes the application of all insulating materials, protective coverings, coatings, and finishings to all types of mechanical systems	30.46	7.65

ASBE0208B 06/01/1996

	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	19.70	4.81

BOIL0092F 10/01/1999

	Rates	Fringes
BOILERMAKER	29.06	9.81
TUBE WELDER	30.56	9.81

BRCA0004G 05/01/1997

	Rates	Fringes
BRICKLAYER	23.98	5.76

BRCA0004V 11/01/1993

	Rates	Fringes
TILE SETTER:		
Naval Air Weapons Station, China Lake	20.65	3.40
Remainder of County	17.65	3.40

BRCA0018K 10/01/1999

	Rates	Fringes

TERRAZZO WORKER	25.78	5.05
TERRAZZO FINISHER	18.83	5.05

BRCA0030A 08/01/1998

	Rates	Fringes
MARBLE SETTER	28.90	10.05

CARP0002B 07/01/1999

	Rates	Fringes
DIVERS:		
Diver, wet	454.08 per day	6.33
Diver, stand-by	227.04 per day	6.33
Diver tender	219.04 per day	6.33

CARP0002Q 07/01/1999

	Rates	Fringes
DRYWALL INSTALLERS:		
Work on wood-framed apartment buildings under 4 stories	19.00	6.33
All other work	25.75	6.33
DRYWALL STOCKER/SCRAPPER	10.00	5.32

CARP0002V 07/01/1998

	Rates	Fringes
CARPENTERS:		
Carpenter, cabinet installer, insulation installer, floor worker and acoustical installer	24.18	6.28
Shingler	24.31	6.28
Roof loader of shingles	17.02	6.28
Saw filer	24.26	6.28
Table power saw operator	24.28	6.28
Pneumatic nailer or power stapler	24.43	6.28
Fence builder	22.30	6.28
Millwright	25.25	6.28
Pile driver; Derrick barge; Bridge or dock carpenter; Cable splicer; Heavy framer; Rockslinger	24.88	6.28
Head rockslinger	24.98	6.28
Rock barge or scow	24.78	6.28
Scaffold builder	19.00	6.28

FOOTNOTE:

Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre-drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): $0.13 per hour additional.

CARP0003H 07/01/1999

	Rates	Fringes
MODULAR FURNITURE INSTALLER	13.08	3.98
LOW WALL MODULAR TECHNICIAN	17.80	3.98
FULL WALL TECHNICIAN	21.88	3.98

ELEC0011C 01/01/1997

	Rates	Fringes
COMMUNICATIONS AND SYSTEMS WORK:		
Installer	18.03	3%+3.35
Technician	19.78	3%+3.35

SCOPE OF WORK:
Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, fire alarm (see last paragraph below) and low voltage master clock systems in commercial buildings.
Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems.
Does not cover work performed at China Lake Naval Ordnance Test Station.
Fire alarm work shall be performed at the current inside wireman total cost package.

ELEC0477A 06/01/1999

	Rates	Fringes
ELECTRICIANS:		
Electrician	33.00	3% +10.20
Cable splicer; Electrician, welding	33.50	3% +10.20
Electrician, tunnel work	36.30	3% +10.20

ELEC1245A 06/01/1999

	Rates	Fringes
LINE CONSTRUCTION AND OUTSIDE UTILITY TRANSMISSION WORK:		
Line worker; Cable splicer	30.39	4.5% + 6.78
Powder worker	28.87	4.5% + 6.54
Ground person	19.75	4.5% + 6.50
Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), and overhead and underground distribution line equipment)	25.83	4.5% + 6.50
Line worker, welding	31.91	4.5% + 7.02

SCOPE OF WORK:
All outside work on electrical transmission lines, switchyards and substations, and outside work in electrical utility distribution systems owned, maintained and operated by electrical utility companies, municipalities, or governmental agencies.

ELEV0008C 08/01/1999

	Rates	Fringes
ELEVATOR MECHANIC	40.955	6.935

FOOTNOTE:
Vacation Pay: 8% with 5 or more years of service, 6% for 6 months to 5 years service. Paid Holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Friday after, and Christmas Day.

ENGI0012C 07/01/1999

	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
GROUP 1	25.80	10.35
GROUP 2	26.58	10.35
GROUP 3	26.87	10.35
GROUP 4	27.51	10.35
GROUP 5	28.61	10.35
GROUP 6	27.73	10.35
GROUP 7	27.84	10.35
GROUP 8	28.94	10.35
GROUP 9	27.96	10.35
GROUP 10	29.06	10.35
GROUP 11	28.13	10.35
GROUP 12	28.23	10.35
GROUP 13	28.26	10.35
GROUP 14	28.34	10.35
GROUP 15	28.46	10.35
GROUP 16	28.63	10.35
GROUP 17	28.73	10.35
GROUP 18	28.84	10.35
GROUP 19	28.96	10.35
GROUP 20	29.13	10.35
GROUP 21	29.23	10.35
GROUP 22	29.34	10.35
GROUP 23	29.46	10.35
GROUP 24	29.63	10.35
CRANES, PILEDRIVING & HOISTING EQUIPMENT:		
GROUP 1	26.30	10.35
GROUP 2	27.08	10.35
GROUP 3	27.37	10.35
GROUP 4	27.51	10.35
GROUP 5	27.73	10.35
GROUP 6	27.84	10.35
GROUP 7	27.96	10.35
GROUP 8	28.13	10.35
GROUP 9	28.30	10.35
GROUP 10	29.30	10.35
GROUP 11	30.30	10.35
GROUP 12	31.30	10.35
GROUP 13	32.30	10.35
TUNNEL WORK:		
GROUP 1	27.58	10.35
GROUP 2	27.87	10.35
GROUP 3	28.01	10.35
GROUP 4	28.23	10.35
GROUP 5	28.34	10.35
GROUP 6	28.46	10.35
GROUP 7	28.76	10.35

FOOTNOTES:
Workers required to suit up and work in a hazardous material

environment: $1.00 per hour additional.

Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Barge, brake, compressor operator, Ditch Witch, with seat or similar type equipment, elevator operator - inside, engineer oiler, generator operator, generator, pump or compressor plant operator, pump operator, signal, switch

GROUP 2: Asphalt-rubber plant operator (nurse tank operator), concrete mixer operator - skip type, conveyor operator, fire person, hydrostatic pump operator, oiler crusher (asphalt or concrete plant), skiploader (wheel type up to 3/4 yd. without attachment), tar pot fire person, temporary heating plant operator, trenching machine oiler

GROUP 3: Asphalt-rubber blend operator, equipment greaser (rack), Ford Ferguson (with dragtype attachments), helicopter radio (ground), stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fire person, backhoe operator (mini-max or similar type), boring machine operator, box or mixer (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 signal, hydra-hammer-aero stomper, power concrete curing machine operator, power concrete saw operator, power-driven jumbo form setter operator, power sweeper operator, roller operator (compacting), screed operator (asphalt or concrete), trenching machine operator (up to 6 ft.)

GROUP 5: Equipment greaser (grease truck/multi-shift)

GROUP 6: Asphalt plant engineer, batch plant operator, bit sharpener, concrete joint machine operator (canal and similar type), concrete planer operator, deck engine operator, derrick (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 (including water wells incidental to building, heavy or highway construction), hydrographic seeder machine operator (straw, pump 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), 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 7: 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 repair person, 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), pneumatic concrete placing machine operator (Hackley-Presswell or similar type), pumpcrete gun operator, 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, 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 bending machine operator, trenching machine operator (over 6 ft. depth capacity, manufacturer's rating), ultra high pressure waterjet cutting tool system mechanic

GROUP 8: Heavy-duty repair person (multi-shift)

GROUP 9: 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), heavy-duty repair-welder combination, 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), rubber-tired earth-moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), tower crane repair person, tractor loader operator (crawler and wheel type over 6-1/2 yds.), Woods mixer operator (and similar Pugmill equipment)

GROUP 10: Heavy-duty repair-welder combination (multi-shift)

GROUP 11: 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, 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 12: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)
GROUP 13: 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
GROUP 14: 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 15: 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 16: 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 17: 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 18: 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 19: 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 20: 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 21: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)
GROUP 22: 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 23: 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 24: 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: 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 operator; Polar gantry crane operator; 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. mrc)
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
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 repair/welder combination
GROUP 7: Tunnel mole boring machine operator

ENGI0012D 08/01/1999

	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
DREDGING:		
Lever person	31.85	10.35
Dozer operator	28.38	10.35
Welder; Deckmate	28.27	10.35
Winch operator (stern winch on dredge)	27.72	10.35
Fire person - oiler; Leveehand; Deckhand; Barge person	27.18	10.35
Barge mate	27.79	10.35

IRON0001P 07/01/1999

	Rates	Fringes
IRONWORKERS:		
Fence erector	23.29	13.83
Ornamental, reinforcing and structural	24.18	13.83

FOOTNOTE:
Work at China Lake Naval Test Station: $3.00 per hour additional.

LABO0001B 07/01/1999

	Rates	Fringes
BRICK TENDER	18.43	9.44

LABO0002H 07/01/1999

	Rates	Fringes
LABORERS:		
GROUP 1	18.18	9.49
GROUP 2	18.58	9.49
GROUP 3	18.78	9.49
GROUP 4	19.83	9.49
GROUP 5	20.03	9.49
TUNNEL LABORERS:		
GROUP 1	21.09	9.49
GROUP 2	21.21	9.49
GROUP 3	21.37	9.49
GROUP 4	21.65	9.49
GUNITE LABORERS:		
GROUP 1	20.89	11.43
GROUP 2	19.94	11.43
GROUP 3	16.40	11.43
HOUSEMOVERS (ONLY WHERE HOUSEMOVING IS INCIDENTAL TO A CONSTRUCTION CONTRACT):		
Housemover	15.50	8.38
Yard maintenance person	15.25	8.38

FOOTNOTE:
GUNITE PREMIUM PAY:
Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates.

Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis.

Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0" above base level and which work must be performed in whole or in part more than 75'-0" above base level, that work performed above the 75'-0" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds;

Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Slurry seal crew (mixer operator, applicator operator, squeegee person, shuttle person, top person), filling of cracks by any method on any surface; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asbestos abatement; Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer (lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt-rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, 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 (nozzle person), water blasting, Porta Shot-Blast; Welding in connection with laborers' work
GROUP 5: Blaster powder, 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; 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; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Bull gang mucker, track person; Changehouse person; Concrete crew, including rodder and spreader; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person
GROUP 2: Chucktender, cabletender; Loading and unloading agitator cars; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.); Vibrator person, jack hammer, pneumatic tools (except driller)
GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher
GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Nozzle person and rod person
GROUP 2: Gun person
GROUP 3: Rebound person

LABO0783C 07/01/1999

	Rates	Fringes
PLASTERER TENDERS:		
Plasterer tender	20.26	9.80
Plaster clean-up laborer	17.43	9.80

FOOTNOTE:
Machine plaster tender: $1.00 per hour additional.

LABO0882B 09/01/1998

	Rates	Fringes
ASBESTOS REMOVAL LABORER	10.37	3.76

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.

LABO1184A 07/01/1999

	Rates	Fringes
LABORERS - STRIPING:		

GROUP 1	18.61	7.90
GROUP 2	19.01	7.90
GROUP 3	20.58	7.90
GROUP 4	21.58	7.90

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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PAIN0036C 07/01/1999

	Rates	Fringes
PAINTERS (includes lead abatement):		
Work on service stations and and car washes; Small new commercial work (defined as construction up to and including 3 stories in height, such as small shopping centers, small stores, small office buildings and small food establishments); Small new industrial work (defined as light metal buildings, small warehouses, small storage facilities and tilt-up buildings); Repaint work (defined as repaint of any structure with the exception of work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments		

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 as part of hotel service,
 and sports facilities);
 Tenant improvement work
 (defined as tenant
 improvement work not
 included in conjunction with
 the construction of the
 building, and all repainting
 of tenant improvement
 projects                          17.20           5.91
All other work                     19.30           5.91
-----------------------------------------------------------------
 PAIN0036J  10/01/1999
                                     Rates           Fringes
DRYWALL FINISHER:
 Work on wood frame structures        18.00           3.71
 All other work                       21.25           6.88
-----------------------------------------------------------------
 PAIN0169B  07/01/1999
                                     Rates           Fringes
GlAZIER                               23.55           7.97
FOOTNOTE:
  Welding in connection with glazing work: $1.00 per hour
additional.
-----------------------------------------------------------------
 PAIN1247A  10/01/1997
                                     Rates           Fringes
SOFT FLOOR LAYER                      19.47           5.66
-----------------------------------------------------------------
 PLAS0200A  08/06/1997
                                     Rates           Fringes
PLASTERERS                            23.38           4.04
-----------------------------------------------------------------
 PLAS0500B  07/01/1999
                                     Rates           Fringes
CEMENT MASONS:
  Work on projects where the total
 permit value of the general and all
 subcontracts is $12 million or less:
   Cement Mason; curb and gutter
     machine; Clary and
     similar type of screed
     operator (cement only);
     grinding machine (all types);
     Jackson vibratory, Texas
     screed and similar type
     screed operator; scoring
     machine operator              18.85           8.83
   Cement mason (magnesite,
     magnesite - terrazzo and
     mastic composition, epoxy,
     urethanes and exotic
     coatings, Dex-O-Tex)          18.97           8.83
   Cement mason, floating and
     troweling machine operator    19.10           8.83
  All other work:
 Cement mason; curb and gutter
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   machine operator; Clary and
   similar type of screed
   operator (cement only);
   grinding machine (all types);
   Jackson vibratory, Texas
   screed and similar type
   screed operator; scoring
   machine operator                20.81          10.83
 Cement mason (magnesite,
   magnesite - terrazzo and
   mastic composition, epoxy,
   urethanes and exotic
   coatings, Dex-O-Tex)            20.93          10.83
 Cement Mason - floating and
   troweling machine operator      21.06          10.83
FOOTNOTE:
  Work on a swinging stage, bosun chair, or suspended scaffold,
whether swinging or rigid, above or below ground: $0.25 per hour
additional.
-----------------------------------------------------------------
 PLUM0355C  07/01/1999
                                     Rates           Fringes
LANDSCAPE FITTER; UNDERGROUND
 UTILITY WORKER                       22.00           4.90
-----------------------------------------------------------------
 PLUM0460A  01/01/1999
                                     Rates           Fringes
PLUMBER; STEAMFITTER; REFRIGERATION   27.66           8.38
FOOTNOTE:
  Work from a swinging scaffold, swinging basket, spider or from
a bosun chair: 10% above the regular rate of pay for that day.
-----------------------------------------------------------------
 ROOF0027A  09/01/1998
                                     Rates           Fringes
ROOFER                                20.15           6.30
FOOTNOTE:
  Work with pitch, pitch base of pitch impregnated products or
any material containing coal tar pitch, on any building old or
new, where both asphalt and pitchers are used in the application
of a built-up roof or tear off: $2.00 per hour additional.
-----------------------------------------------------------------
 SFCA0669G  04/01/1999
                                     Rates           Fringes
SPRINKLER FITTER (FIRE)               27.35           6.40
-----------------------------------------------------------------
 SHEE0102B  08/01/1999
                                     Rates           Fringes
COMMERCIAL SHEET METAL WORKER:
  Work on all commercial HVAC for
 creature comfort and computers
 clean rooms, architectural metals,
 metal roofing and lagging, over
 insulation                          28.11           9.33
-----------------------------------------------------------------
 SHEE0102C  08/01/1999
                                     Rates           Fringes
INDUSTRIAL SPECIALTIES SHEET METAL WORKER:
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Work on all air pollution control systems, noise abatement panels, blow pipe, air-veyor systems, dust collecting, baghouses, heating, air conditioning, and ventilating (other than creature comfort) and all other industrial work, including metal insulated ceilings	25.21	12.82

TEAM0011C 07/01/1999

	Rates	Fringes
TRUCK DRIVERS:		
Naval Air Weapons Station, China Lake:		
GROUP 1	22.19	11.89
GROUP 2	22.34	11.89
GROUP 3	22.47	11.89
GROUP 4	22.66	11.89
GROUP 5	22.60	11.89
GROUP 6	22.72	11.89
GROUP 7	22.97	11.89
GROUP 8	23.22	11.89
GROUP 9	23.42	11.89
GROUP 10	23.72	11.89
GROUP 11	24.22	11.89
Remainder of County:		
GROUP 1	20.19	11.89
GROUP 2	20.34	11.89
GROUP 3	20.47	11.89
GROUP 4	20.66	11.89
GROUP 5	20.60	11.89
GROUP 6	20.72	11.89
GROUP 7	20.97	11.89
GROUP 8	21.22	11.89
GROUP 9	21.42	11.89
GROUP 10	21.72	11.89
GROUP 11	22.22	11.89

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck-mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person ($0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axle; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver;

Ross carrier driver
GROUP 8: Dump truck, 25 yds. or more water level; Truck repair person; Water pull - single engine; Welder
GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over
GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment
GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - $1.25 additional when operating winch or similar special attachments

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

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

BRS Document Viewer
General Decision Number CA000034

General Decision Number CA000034
Superseded General Decision No. CA990034
State: California Construction Type:
BUILDING
DREDGING
HEAVY
HIGHWAY
County(ies):
MONO BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	02/11/2000

COUNTY(ies):
MONO ASBE0016C 08/01/1999

	Rates	Fringes
INSULATOR/ASBESTOS WORKER Includes the application of all insulating materials, protective coverings, coatings, and finishings to all types of mechanical systems	36.13	7.41
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	20.81	2.67

BOIL0092A 10/01/1999

	Rates	Fringes
BOILERMAKER	29.56	9.81
TUBE WELDER	31.06	9.81

BRCA0004G 05/01/1997

	Rates	Fringes
BRICKLAYER	23.98	5.76

BRCA0005R 11/01/1993

	Rates	Fringes
TILE SETTER	17.65	3.40

BRCA0018K 10/01/1999

	Rates	Fringes
TERRAZZO WORKER	25.78	5.05
TERRAZZO FINISHER	18.83	5.05

BRCA0030A 08/01/1998

	Rates	Fringes
MARBLE SETTER	28.90	10.05

CARP0002B 07/01/1999

	Rates	Fringes
DIVERS:		
Diver, wet	454.08 per day	6.33
Diver, stand-by	227.04 per day	6.33
Diver tender	219.04 per day	6.33

CARP0002Q 07/01/1999

	Rates	Fringes
DRYWALL INSTALLERS:		
Work on wood-framed apartment buildings under 4 stories	19.00	6.33
All other work	25.75	6.33
DRYWALL STOCKER/SCRAPPER	10.00	5.32

CARP0003D 07/01/1998

	Rates	Fringes
CARPENTERS:		
Carpenter, cabinet installer, insulation installer, floor worker and acoustical installer	24.18	6.28
Shingler	24.31	6.28
Roof loader of shingles	17.02	6.28
Saw filer	24.26	6.28
Table power saw operator	24.28	6.28
Pneumatic nailer or power stapler	24.43	6.28
Fence builder	22.30	6.28
Millwright	25.25	6.28
Pile driver; Derrick barge; Bridge or dock carpenter; Cable splicer; Heavy framer; Rockslinger	24.88	6.28
Head rockslinger	24.98	6.28
Rock barge or scow	24.78	6.28
Scaffold builder	19.00	6.28

FOOTNOTE:
Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre-drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): $0.13 per hour additional.

CARP0003H 07/01/1999

	Rates	Fringes
MODULAR FURNITURE INSTALLER	13.08	3.98
LOW WALL MODULAR TECHNICIAN	17.80	3.98
FULL WALL TECHNICIAN	21.88	3.98

ELEC0011C 01/01/1997

	Rates	Fringes
COMMUNICATIONS AND SYSTEMS WORK:		
Installer	18.03	3%+3.35
Technician	19.78	3%+3.35

SCOPE OF WORK:
Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound,

vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, fire alarm (see last paragraph below) and low voltage master clock systems in commercial buildings.
Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems.
Does not cover work performed at China Lake Naval Ordnance Test Station.
Fire alarm work shall be performed at the current inside wireman total cost package.

ELEC0477A 06/01/1999

	Rates	Fringes
ELECTRICIANS:		
Electrician	33.00	3% +10.20
Cable splicer; Electrician, welding	33.50	3% +10.20
Electrician, tunnel work	36.30	3% +10.20

ELEC1245A 06/01/1999

	Rates	Fringes
LINE CONSTRUCTION AND OUTSIDE UTILITY TRANSMISSION WORK:		
Line worker; Cable splicer	30.39	4.5% + 6.78
Powder worker	28.87	4.5% + 6.54
Ground person	19.75	4.5% + 6.50
Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), and overhead and underground distribution line equipment)	25.83	4.5% + 6.50
Line worker, welding	31.91	4.5% + 7.02

SCOPE OF WORK:
All outside work on electrical transmission lines, switchyards and substations, and outside work in electrical utility distribution systems owned, maintained and operated by electrical utility companies, municipalities, or governmental agencies.

ELEV0008C 08/01/1999

	Rates	Fringes
ELEVATOR MECHANIC	40.955	6.935

FOOTNOTE:
Vacation Pay: 8% with 5 or more years of service, 6% for 6 months to 5 years service. Paid Holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Friday after, and Christmas Day.

ENGI0012C 07/01/1999

	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
GROUP 1	25.80	10.35
GROUP 2	26.58	10.35
GROUP 3	26.87	10.35
GROUP 4	27.51	10.35
GROUP 5	28.61	10.35
GROUP 6	27.73	10.35
GROUP 7	27.84	10.35
GROUP 8	28.94	10.35
GROUP 9	27.96	10.35
GROUP 10	29.06	10.35
GROUP 11	28.13	10.35
GROUP 12	28.23	10.35
GROUP 13	28.26	10.35
GROUP 14	28.34	10.35
GROUP 15	28.46	10.35
GROUP 16	28.63	10.35
GROUP 17	28.73	10.35
GROUP 18	28.84	10.35
GROUP 19	28.96	10.35
GROUP 20	29.13	10.35
GROUP 21	29.23	10.35
GROUP 22	29.34	10.35
GROUP 23	29.46	10.35
GROUP 24	29.63	10.35
CRANES, PILEDRIVING & HOISTING EQUIPMENT:		
GROUP 1	26.30	10.35
GROUP 2	27.08	10.35
GROUP 3	27.37	10.35
GROUP 4	27.51	10.35
GROUP 5	27.73	10.35
GROUP 6	27.84	10.35
GROUP 7	27.96	10.35
GROUP 8	28.13	10.35
GROUP 9	28.30	10.35
GROUP 10	29.30	10.35
GROUP 11	30.30	10.35
GROUP 12	31.30	10.35
GROUP 13	32.30	10.35
TUNNEL WORK:		
GROUP 1	27.58	10.35
GROUP 2	27.87	10.35
GROUP 3	28.01	10.35
GROUP 4	28.23	10.35
GROUP 5	28.34	10.35
GROUP 6	28.46	10.35
GROUP 7	28.76	10.35

FOOTNOTES:

Workers required to suit up and work in a hazardous material environment: $1.00 per hour additional.

Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Barge, brake, compressor operator, Ditch Witch, with seat or similar type equipment, elevator operator - inside, engineer oiler, generator operator, generator, pump or compressor

plant operator, pump operator, signal, switch
GROUP 2: Asphalt-rubber plant operator (nurse tank operator), concrete mixer operator - skip type, conveyor operator, fire person, hydrostatic pump operator, oiler crusher (asphalt or concrete plant), skiploader (wheel type up to 3/4 yd. without attachment), tar pot fire person, temporary heating plant operator, trenching machine oiler
GROUP 3: Asphalt-rubber blend operator, equipment greaser (rack), Ford Ferguson (with dragtype attachments), helicopter radio (ground), stationary pipe wrapping and cleaning machine operator
GROUP 4: Asphalt plant fire person, backhoe operator (mini-max or similar type), boring machine operator, box or mixer (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 signal, hydra-hammer-aero stomper, power concrete curing machine operator, power concrete saw operator, power-driven jumbo form setter operator, power sweeper operator, roller operator (compacting), screed operator (asphalt or concrete), trenching machine operator (up to 6 ft.)
GROUP 5: Equipment greaser (grease truck/multi-shift)
GROUP 6: Asphalt plant engineer, batch plant operator, bit sharpener, concrete joint machine operator (canal and similar type), concrete planer operator, deck engine operator, derrick (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 (including water wells incidental to building, heavy or highway construction), hydrographic seeder machine operator (straw, pump 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), 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 7: 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 repair person, 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), pneumatic concrete placing machine operator (Hackley-Presswell or similar type), pumpcrete gun operator, 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, 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 bending machine operator, trenching machine operator (over 6 ft. depth capacity, manufacturer's rating), ultra high pressure waterjet cutting tool system mechanic

GROUP 8: Heavy-duty repair person (multi-shift)

GROUP 9: 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), heavy-duty repair-welder combination, 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), rubber-tired earth-moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), tower crane repair person, tractor loader operator (crawler and wheel type over 6-1/2 yds.), Woods mixer operator (and similar Pugmill equipment)

GROUP 10: Heavy-duty repair-welder combination (multi-shift)

GROUP 11: 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, 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 12: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)
GROUP 13: 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
GROUP 14: 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 15: 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 16: 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 17: 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 18: 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 19: 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 20: 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 21: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)
GROUP 22: 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 23: 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 24: 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: 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 operator; Polar gantry crane operator; 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. mrc)
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
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 repair/welder combination
GROUP 7: Tunnel mole boring machine operator

ENGI0012D 08/01/1999

	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
DREDGING:		
Lever person	31.85	10.35
Dozer operator	28.38	10.35
Welder; Deckmate	28.27	10.35
Winch operator (stern winch on dredge)	27.72	10.35
Fire person - oiler; Leveehand; Deckhand; Barge person	27.18	10.35
Barge mate	27.79	10.35

IRON0001T 07/01/1999

	Rates	Fringes
IRONWORKERS:		
Fence erector	23.29	13.83
Ornamental, reinforcing and structural	24.18	13.83

LABO0001B 07/01/1999

	Rates	Fringes
BRICK TENDER	18.43	9.44

LABO0002H 07/01/1999

	Rates	Fringes

LABORERS:		
GROUP 1	18.18	9.49
GROUP 2	18.58	9.49
GROUP 3	18.78	9.49
GROUP 4	19.83	9.49
GROUP 5	20.03	9.49
TUNNEL LABORERS:		
GROUP 1	21.09	9.49
GROUP 2	21.21	9.49
GROUP 3	21.37	9.49
GROUP 4	21.65	9.49
GUNITE LABORERS:		
GROUP 1	20.89	11.43
GROUP 2	19.94	11.43
GROUP 3	16.40	11.43
HOUSEMOVERS (ONLY WHERE HOUSEMOVING IS INCIDENTAL TO A CONSTRUCTION CONTRACT):		
Housemover	15.50	8.38
Yard maintenance person	15.25	8.38

FOOTNOTE:

GUNITE PREMIUM PAY:

Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates.

Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis.

Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0" above base level and which work must be performed in whole or in part more than 75'-0" above base level, that work performed above the 75'-0" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Slurry seal crew (mixer operator, applicator operator, squeegee person, shuttle person, top person), filling of cracks by any method on any surface; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asbestos abatement; Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring

concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer (lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt-rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, 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 (nozzle person), water blasting, Porta Shot-Blast; Welding in connection with laborers' work

GROUP 5: Blaster powder, 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; 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;

Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Bull gang mucker, track person; Changehouse person; Concrete crew, including rodder and spreader; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person

GROUP 2: Chucktender, cabletender; Loading and unloading agitator cars; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.); Vibrator person, jack hammer, pneumatic tools (except driller)

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Nozzle person and rod person

GROUP 2: Gun person

GROUP 3: Rebound person

LABO0783G 07/01/1999

	Rates	Fringes
PLASTERER TENDERS:		
Mountain Warfare Training Center, and U.S. Marine Corps Pickle Meadows:		
Plasterer tender	23.26	9.80
Plaster clean-up laborer	20.92	9.80
Remainder of Mono County:		
Plasterer tender	20.26	9.80
Plaster clean-up laborer	17.43	9.80

FOOTNOTE:

Machine plaster tender: $1.00 per hour additional.

LABO0882A 09/01/1998

	Rates	Fringes
ASBESTOS REMOVAL LABORER	10.37	3.76

SCOPE OF WORK: includes site mobilization, initial site clean-up, site preparation, removal of asbestos-containing material and toxic waste (including lead abatement and any other toxic materials), encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste (including lead abatement and any other toxic materials) by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers, and assembly of decontamination stations.

LABO1184A 07/01/1999

	Rates	Fringes
LABORERS - STRIPING:		
GROUP 1	18.61	7.90
GROUP 2	19.01	7.90
GROUP 3	20.58	7.90

GROUP 4	21.58	7.90

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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PAIN0036C 07/01/1999

	Rates	Fringes
PAINTERS (includes lead abatement):		
Work on service stations and and car washes; Small new commercial work (defined as construction up to and including 3 stories in height, such as small shopping centers, small stores, small office buildings and small food establishments); Small new industrial work (defined as light metal buildings, small warehouses, small storage facilities and tilt-up buildings); Repaint work (defined as repaint of any structure with the exception of work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities); Tenant improvement work		

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    (defined as tenant
    improvement work not
    included in conjunction with
    the construction of the
    building, and all repainting
    of tenant improvement
    projects                          17.20          5.91
   All other work                     19.30          5.91
-----------------------------------------------------------------
     PAIN0036J  10/01/1999
                                      Rates          Fringes
DRYWALL FINISHER:
 Work on wood frame structures        18.00          3.71
 All other work                       21.25          6.88
-----------------------------------------------------------------
     PAIN0169B  07/01/1999
                                      Rates          Fringes
GlAZIER                               23.55          7.97
FOOTNOTE:
  Welding in connection with glazing work: $1.00 per hour
additional.
-----------------------------------------------------------------
     PAIN1247A  10/01/1997
                                      Rates          Fringes
SOFT FLOOR LAYER                      19.47          5.66
-----------------------------------------------------------------
     PLAS0200A  08/06/1997
                                      Rates          Fringes
PLASTERERS                            23.38          4.04
-----------------------------------------------------------------
     PLAS0500B  07/01/1999
                                      Rates          Fringes
CEMENT MASONS:
  Work on projects where the total
    permit value of the general and all
    subcontracts is $12 million or less:
      Cement Mason; curb and gutter
        machine; Clary and
        similar type of screed
        operator (cement only);
        grinding machine (all types);
        Jackson vibratory, Texas
        screed and similar type
        screed operator; scoring
        machine operator              18.85          8.83
      Cement mason (magnesite,
        magnesite - terrazzo and
        mastic composition, epoxy,
        urethanes and exotic
        coatings, Dex-O-Tex)          18.97          8.83
      Cement mason, floating and
        troweling machine operator    19.10          8.83
  All other work:
    Cement mason; curb and gutter
      machine operator; Clary and
      similar type of screed
      operator (cement only);
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      grinding machine (all types);
      Jackson vibratory, Texas
      screed and similar type
      screed operator; scoring
      machine operator                20.81          10.83
    Cement mason (magnesite,
      magnesite - terrazzo and
      mastic composition, epoxy,
      urethanes and exotic
      coatings, Dex-O-Tex)            20.93          10.83
    Cement Mason - floating and
      troweling machine operator      21.06          10.83
FOOTNOTE:
  Work on a swinging stage, bosun chair, or suspended scaffold,
whether swinging or rigid, above or below ground: $0.25 per hour
additional.
-----------------------------------------------------------------
     PLUM0355C  07/01/1999
                                      Rates           Fringes
LANDSCAPE FITTER; UNDERGROUND
 UTILITY WORKER                       22.00           4.90
-----------------------------------------------------------------
     PLUM0460A  01/01/1999
                                      Rates           Fringes
PLUMBER; STEAMFITTER; REFRIGERATION   27.66           8.38
FOOTNOTE:
  Work from a swinging scaffold, swinging basket, spider or from
a bosun chair: 10% above the regular rate of pay for that day.
-----------------------------------------------------------------
     ROOF0027A  09/01/1998
                                      Rates           Fringes
ROOFER                                20.15           6.30
FOOTNOTE:
  Work with pitch, pitch base of pitch impregnated products or
any material containing coal tar pitch, on any building old or
new, where both asphalt and pitchers are used in the application
of a built-up roof or tear off: $2.00 per hour additional.
-----------------------------------------------------------------
     SFCA0669G  04/01/1999
                                      Rates           Fringes
SPRINKLER FITTER (FIRE)               27.35           6.40
-----------------------------------------------------------------
     SHEE0102B  08/01/1999
                                      Rates           Fringes
COMMERCIAL SHEET METAL WORKER:
  Work on all commercial HVAC for
    creature comfort and computers
    clean rooms, architectural metals,
    metal roofing and lagging, over
    insulation                        28.11           9.33
-----------------------------------------------------------------
     SHEE0102C  08/01/1999
                                      Rates           Fringes
INDUSTRIAL SPECIALTIES SHEET METAL WORKER:
  Work on all air pollution control
    systems, noise abatement panels,
    blow pipe, air-veyor systems,
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dust collecting, baghouses, heating, air conditioning, and ventilating (other than creature comfort) and all other industrial work, including metal insulated ceilings	25.21	12.82

TEAM0011F 07/01/1999

	Rates	Fringes
TRUCK DRIVERS:		
Mountain Warfare Training Center(Bridgeport):		
GROUP 1	22.19	11.89
GROUP 2	22.34	11.89
GROUP 3	22.47	11.89
GROUP 4	22.66	11.89
GROUP 5	22.60	11.89
GROUP 6	22.72	11.89
GROUP 7	22.97	11.89
GROUP 8	23.22	11.89
GROUP 9	23.42	11.89
GROUP 10	23.72	11.89
GROUP 11	24.22	11.89
Remainder of County:		
GROUP 1	20.19	11.89
GROUP 2	20.34	11.89
GROUP 3	20.47	11.89
GROUP 4	20.66	11.89
GROUP 5	20.60	11.89
GROUP 6	20.72	11.89
GROUP 7	20.97	11.89
GROUP 8	21.22	11.89
GROUP 9	21.42	11.89
GROUP 10	21.72	11.89
GROUP 11	22.22	11.89

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck-mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person ($0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axle; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. or more water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over
GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment
GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - $1.25 additional when operating winch or similar special attachments

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

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

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

BRS Document Viewer
General Decision Number CA000041

General Decision Number CA000041
Superseded General Decision No. CA990041
State: California Construction Type:
DREDGING
HEAVY
HIGHWAY
County(ies):
TULARE DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); AN HIGHWAY PROJECTS

Modification Number	Publication Date
0	02/11/2000
1	04/14/2000

COUNTY(ies):
TULARE ASBE0016A 08/01/1999

	Rates	Fringes
INSULATOR/ASBESTOS WORKER Includes the application of all insulating materials, protective coverings, coatings, and finishings to all types of mechanical systems	36.13	7.41

ASBE0016G 05/01/1999

	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	22.01	4.28

BOIL0092E 10/01/1999

	Rates	Fringes
BOILERMAKER	29.56	9.81
TUBE WELDER	31.06	9.81

BRCA0001I 07/01/1993

	Rates	Fringes
TERRAZZO WORKER & TILE SETTER	20.61	4.15
TERRAZZO & TILE FINISHER	12.70	2.90

BRCA0003B 08/01/1998

	Rates	Fringes
MARBLE FINISHER	21.12	4.97

BRCA0004G 05/01/1997

	Rates	Fringes
BRICKLAYER	23.98	5.76

CARP0034A 07/01/1996

	Rates	Fringes
DIVERS:		
Diver standby	25.95	12.955
Diver wet pay	37.20	12.955
Tender	25.95	12.955
Saturation diver	45.80	12.955
Manned submersible	45.80	12.955
Manifold operator/life support Technician	29.55	12.955
Remote controlled vehicle- remote operated vehicle pilot	25.95	12.955
Bell winch operator	25.95	12.955

DEPTH PAY (Surface Diving):

50 to 100 ft	$1.32/ft
100 to 150 ft	$66.00 + $1.85/ft
150 to 200 ft	$158.00 + $2.65/ft
200 ft and over	$291.00 + $3.00/ft

CARP0034F 07/01/1997

	Rates	Fringes
PILEDRIVER	24.95	12.765
PILE DRIVER - BRIDGE BUILDER	22.43	10.165

CARP0035B 07/01/1997

	Rates	Fringes
CARPENTER	21.27	10.035
STEEL SCAFFOLD, STEEL SHORING ERECTOR	21.49	10.035
MILLWRIGHT	22.07	11.605

ELEC0100A 06/01/1999

	Rates	Fringes
ELECTRICIAN	23.60	3% + 8.51

ELEC1245A 06/01/1999

	Rates	Fringes
LINE CONSTRUCTION AND OUTSIDE UTILITY TRANSMISSION WORK:		
Line worker; Cable splicer	30.39	4.5% + 6.78
Powder worker	28.87	4.5% + 6.54
Ground person	19.75	4.5% + 6.50
Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), and overhead and underground distribution line equipment)	25.83	4.5% + 6.50
Line worker, welding	31.91	4.5% + 7.02

SCOPE OF WORK:

All outside work on electrical transmission lines, switchyards and substations, and outside work in electrical utility distribution systems owned, maintained and operated by electrical utility companies, municipalities, or governmental agencies.

ENGI0003B 07/01/1999

	Rates	Fringes
POWER EQUIPMENT OPERATORS:		

DREDGING: CLAMSHELL & DIPPER DREDGING;
HYDRAULIC SUCTION DREDGING:
AREA 1:

Lever person/operator	32.79	11.16
Dredge dozer; Heavy duty repair person/welder	27.83	11.16
Booster pump operator; Deck engineer; Deck mate; Dredge tender; Winch operator	26.71	11.16
Barge person; Deckhand; Fire person; Leveehand; Oiler	23.41	11.16

AREA 2:

Lever person/operator	34.79	11.16
Dredge dozer; Heavy duty repair person/welder	29.83	11.16
Booster pump operator; Deck engineer; Deck mate; Dredge tender; Winch operator	28.71	11.16
Barge person; Deckhand; Fire-person; Levee hand; Oiler	25.41	11.16

ENGI0003F 09/24/1998

	Rates	Fringes

POWER EQUIPMENT OPERATORS:
DREDGING, REGULAR, CRANES, AND TUNNEL/UNDERGROUND:
AREA 1:
All of Tulare County within the following lines:
Beginning at the southeast corner of Township 24S, Range 31E,
Thence northerly to the northeast corner of Township 20S, Range 31E,
Thence westerly to the southeast corner of Township 19S, Range 29E,
Thence northerly to the northeast corner of Township 17S, Range 29E,
Thence westerly to the southeast corner of Township 16S, Range 28E,
Thence northerly to the northeast corner of Township 14S, Range 28E, said point being on the northerly line of Tulare County,
Thence westerly and southwesterly along said county line to the intersection with the northerly line of Kings County,
Thence easterly and southerly along the westerly line of Tulare County to the southwest corner of Township 24S, Range 23E,
Thence easterly along the county line to the point of beginning.
AREA 2:
Remainder of Tulare County.

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* ENGI0003G 07/01/1999

	Rates	Fringes

POWER EQUIPMENT OPERATORS:
TUNNEL AND UNDERGROUND WORK:
AREA 1:
UNDERGROUND:

GROUP 1-A	30.29	12.79
GROUP 1	27.82	12.79
GROUP 2	26.56	12.79
GROUP 3	25.23	12.79

GROUP 4	24.09	12.79
GROUP 5	22.95	12.79
SHAFTS, STOPES AND RAISES:		
GROUP 1-A	30.39	12.79
GROUP 1	27.92	12.79
GROUP 2	26.66	12.79
GROUP 3	25.33	12.79
GROUP 4	24.19	12.79
GROUP 5	23.05	12.79
AREA 2:		
UNDERGROUND:		
GROUP 1-A	32.29	12.79
GROUP 1	29.82	12.79
GROUP 2	28.56	12.79
GROUP 3	27.23	12.79
GROUP 4	26.09	12.79
GROUP 5	24.95	12.79
SHAFTS, STOPES AND RAISES:		
GROUP 1-A	32.39	12.79
GROUP 1	29.92	12.79
GROUP 2	28.66	12.79
GROUP 3	27.33	12.79
GROUP 4	26.19	12.79
GROUP 5	25.05	12.79

FOOTNOTE:
Work suspended by ropes or cables, or work on a Yo-Yo Cat: $.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson/welder; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting machine operator; Motor person

GROUP 5: Bit sharpener; Brake person; Combination mixer and compressor (gunite); Compressor operator; Oiler (assistant to engineer); Pump operator; Slusher operator

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ENGI0004Q 07/01/1999

	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
AREA 1:		
GROUP 1	31.82	12.59
GROUP 2	30.29	12.59
GROUP 3	28.81	12.59
GROUP 4	27.43	12.59
GROUP 5	26.16	12.59
GROUP 6	24.84	12.59
GROUP 7	23.70	12.59
GROUP 8	22.56	12.59
GROUP 8-A	20.35	12.59
AREA 2:		
GROUP 1	33.82	12.59
GROUP 2	32.29	12.59

GROUP 3	30.81	12.59
GROUP 4	29.43	12.59
GROUP 5	28.16	12.59
GROUP 6	26.84	12.59
GROUP 7	25.70	12.59
GROUP 8	24.56	12.59
GROUP 8-A	22.35	12.59
POWER EQUIPMENT OPERATORS - ALL CRANES AND ATTACHMENTS:		
AREA 1:		
GROUP 1	32.70	12.59
Truck crane oiler	25.73	12.59
Oiler	23.44	12.59
GROUP 2	30.94	12.59
Truck crane oiler	25.47	12.59
Oiler	23.23	12.59
GROUP 3	29.20	12.59
Truck crane oiler	25.23	12.59
Hydraulic	24.84	12.59
Oiler	22.95	12.59
AREA 2:		
GROUP 1	34.70	12.59
Truck crane oiler	27.73	12.59
Oiler	25.44	12.59
GROUP 2	32.94	12.59
Truck crane oiler	27.47	12.59
Oiler	25.23	12.59
GROUP 3	31.20	12.59
Truck crane oiler	27.23	12.59
Hydraulic	26.84	12.59
Oiler	24.95	12.59
POWER EQUIPMENT OPERATORS - PILEDRIVERS:		
GROUP 1	33.04	12.59
Truck crane oiler	26.06	12.59
Oiler	23.78	12.59
GROUP 2	31.22	12.59
Truck crane oiler	25.81	12.59
Oiler	23.51	12.59
GROUP 3	29.54	12.59
Truck crane oiler	25.52	12.59
Oiler	23.29	12.59
GROUP 4	27.77	12.59
GROUP 5	25.13	12.59
GROUP 6	22.90	12.59
POWER EQUIPMENT OPERATORS - STEEL ERECTORS:		
GROUP 1	33.67	12.59
Truck crane oiler	26.35	12.59
Oiler	24.12	12.59
GROUP 2	31.90	12.59
Truck crane oiler	26.13	12.59
Oiler	23.85	12.59
GROUP 3	30.42	12.59
Truck crane oiler	25.86	12.59
Hydraulic	25.47	12.59
Oiler	23.63	12.59
GROUP 4	28.40	12.59
GROUP 5	27.10	12.59
FOOTNOTE:		

Work suspended by ropes or cables, or work on a Yo-Yo Cat: $.60 per hour additional.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine; Crane mounted continuous flight tie back machine; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Multiple engine scraper (when used as plush pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572, or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/boxperson; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull-type elevating loader; Gradesetter, grade checker (mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber-tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt; Mine or shaft hoist; Portable crusher; Power jumbo ooperator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom-type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, ariports and canals); Deck engineer, drilling

equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcatlarger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); screed (except asphaltic concrete paving); Self-propelled pipeline wrapping machine; Soils & materials tester; Tractor

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker (with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip seal; Self-propelled automatically applied concrete curing machine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck-type loader

GROUP 8: Bit charpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete dquipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator; Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader - Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe - trencher)

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and Dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and Dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and Dragline up to and including 1 cu. yd.; Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under; Truck-mounted rotating telescopic boom

type lifting device, Manitex or similar (boom truck) - under 15 tons; Boom truck or dual purpose A-frame truck, non-rotating, over 15 tons

POWER EQUIPMENT OPERATORS - PILEDRIVER CLASSIFICATIONS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

POWER EQUIPMENT OPERATORS - STEEL ERECTOR CLASSIFICATIONS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane, over 45 tons up to and including 100 tons; Derrick, 100 tons & under; Self-propelled boom-type lifting device over 45 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

IRON0001E 07/01/1999

	Rates	Fringes
IRONWORKERS:		
Fence erector	23.29	13.83
Ornamental, reinforcing and structural	24.18	13.83

LABO0067K 07/01/1999

	Rates	Fringes
LABORERS:		
Construction specialist group	21.36	7.44
GROUP 1	20.66	7.44
GROUP 1-a	20.88	7.44
GROUP 1-b: see note below		
GROUP 1-c	20.71	7.44
GROUP 1-d: see note below		
GROUP 1-e	21.21	7.44
GROUP 1-f	21.24	7.44
GROUP 2	20.51	7.44
GROUP 3	20.41	7.44
GROUP 4	14.10	7.44

See groups 1-b and 1-d under laborer classifications.

GUNITE LABORERS:

GROUP 1	21.61	7.44
GROUP 2	21.12	7.44
GROUP 3	20.53	7.44
GROUP 4	20.41	7.44
WRECKING WORK:		
GROUP 1	20.66	7.44
GROUP 2	20.51	7.44
GROUP 3	14.10	7.44
GARDENERS, HORTICULTURAL AND LANDSCAPE LABORERS:		
New construction	20.41	7.44
Establishment warranty period	14.10	7.44
TUNNEL AND SHAFT LABORERS:		
GROUP 1	26.02	7.44
GROUP 2	25.79	7.44
GROUP 3	25.54	7.44
GROUP 4	25.27	7.44
GROUP 5	25.09	7.44
GROUP 6	24.55	7.44

FOOTNOTE:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts (not applicable to workers entitled to receive the wage rate set forth in Group 1-a): $0.25 per hour additional.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Masonry and plasterer tender; Cast-in-place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar ype; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging;

Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator
GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder
GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes, shall receive $5.00 per day above Group 1 wage rates.
GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding
GROUP 1-d: Maintenance and repair track and road beds (underground structures). All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.
GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.
GROUP 1-f: Wire winding machine in connection with guniting or shot crete
GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches
GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)
GROUP 4: All clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and

washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.
The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural nozzle operator
GROUP 2: Nozzle operator (including gun, pot); Ground person
GROUP 3: Rebound
GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)
GROUP 2: Semi-skilled wrecker (salvaging of other building materials)
GROUP 3: General laborer (includes all clean-up work, loading lumber, loading and burning of debris)

TUNNEL AND SHAFT LABORER CLASSIFICATIONS

GROUP 1: Diamond driller; Ground person; Gunite and shotcrete nozzle operator
GROUP 2: Rod person; Shaft work & raise (below actual or excavated ground level)
GROUP 3: Bit grinder; Blaster, driller, powder person - heading; Cherry picker operator - where car is lifted; Concrete finisher in tunnel; Concrete screed person; Grout pump operator and pot person; Gunite & shotcrete gun person & pot person; Header person; High pressure nozzle operator; Miner - tunnel, including top and bottom person on shaft and raise work; Nipper; Nozzle operator on slick line; Sandblaster - pot person
GROUP 4: Steel form raiser and setter; Timber person, retimber person (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powder person - primer house
GROUP 5: Vibrator operator, pavement breaker; Bull gang - muckers, track person; Concrete crew - includes rodding and spreading
GROUP 6: Dump person (any method); Grout crew; Rebound person; Swamper

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LABO0067L 12/01/1998

	Rates	Fringes
ASBESTOS REMOVAL LABORER	10.58	4.13

SCOPE OF WORK:
Covers site mobilization; initial site clean-up; site preparation; removal of asbestos-containing materials from walls and ceilings; or from pipes, boilers and mechanical systems only if they are being scrapped; encapsulation, enclosure and disposal of asbestos-containing materials by hand or with equipment or machinery; scaffolding; fabrication of temporary wooden barriers; and assembly of decontamination stations.

PAIN0016J 01/01/1999

	Rates	Fringes
PAINTER	19.74	5.39

FOOTNOTES:
Work over 30 feet (does not include work from a lift): $0.50 per hour additional.
Spray painters and sandblasters: $0.75 per hour additional.
Lead paint abaters: $0.75 per hour additional.

PAIN1176A 04/01/1998

	Rates	Fringes
PARKING LOT STRIPING/HIGHWAY MARKING:		
GROUP 1 & GROUP 4	22.21	6.36
GROUP 2	21.10	6.36
GROUP 3 & GROUP 5	18.88	6.36
Service Person (maintenance and repair of equipment)	13.33	5.87
Parking Lot, Game Court and Playground Installer	13.80	5.87

PARKING LOT STRIPING / HIGHWAY MARKING CLASSIFICATIONS
GROUP 1: STRIPER: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape traffic stripes and markings
GROUP 2: TRAFFIC DELINEATING DEVICE APPLICATOR: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices; includes all related surface preparation (sandblasting, waterblasting, grinding) as part of the application process
GROUP 3: TRAFFIC SURFACE ABRASIVE BLASTER: Removal of traffic lines and markings; preparation of surface for coatings and traffic control devices
GROUP 4: TRAFFIC PROTECTIVE DELINEATING SYSTEMS INSTALLER: Removes, relocates, installs permanently affixed roadside and parking delineation barricades, fencing, guard rail, cable anchor, retaining walls, reference signs, and monument markers
GROUP 5: TRAFFIC CONTROLPERSON: Sole function is to control and direct traffic through both conventional and moving lane closures

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PLAS0001D 06/28/1999

	Rates	Fringes
CEMENT MASONS:		
Cement mason	22.35	9.46
Swing or slip form scaffolds; Mastic, magnesite, gypsum, epoxy, polyester, resin and all composition	23.10	9.46

PLUM0036B 01/01/1999

	Rates	Fringes
PLUMBER & STEAMFITTER	27.79	9.19

PLUM0355C 07/01/1999

	Rates	Fringes
LANDSCAPE FITTER; UNDERGROUND UTILITY WORKER	22.00	4.90

SHEE0162I 07/01/1999

	Rates	Fringes
SHEET METAL WORKERS:		
Metal deck and siding	29.42	9.52

SHEE0162L 07/01/1998

	Rates	Fringes
SHEET METAL WORKER (does not include metal deck and siding)	25.13	11.14

TEAM0094B 06/16/1999

	Rates	Fringes
TRUCK DRIVERS:		
GROUP 1	21.06	11.46
GROUP 2	21.36	11.46
GROUP 3	21.66	11.46
GROUP 4	22.01	11.46
GROUP 5	22.36	11.46

FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.

Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuelperson; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Vacuum trucks, under 7,500 gals.; Single unit (flat rack 3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck, jumbo; Winch truck and "A" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carrier; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 35 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks, 7,500 gals. and over; Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self-propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Truck repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver

and mixer; Snow Go and/or plow
GROUP 4: Dump trucks, over 35 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men or materials); DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers
GROUP 5: Dump trucks, 65 yds. and over; Holland hauler

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

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

BRS Document Viewer
General Decision Number AZ000003

General Decision Number AZ000003
Superseded General Decision No. AZ990003
State: Arizona Construction Type:
BUILDING
County(ies):
PIMA
BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	02/11/2000

COUNTY(ies):
PIMA

ASBE0073A 08/01/1998

	Rates	Fringes
ASBESTOS WORKERS/INSULATORS Includes the application of all insulating materials, protective coverings, coatings, and finishings to all types of mechanical systems	17.92	5.07

BRAZ0001D 07/01/1999

	Rates	Fringes
BRICKLAYERS	15.40	2.69

ELEC0570C 12/01/1999

	Rates	Fringes
ELECTRICIANS:		
Zone 1	18.00	12%+2.20

ZONE DEFINITIONS:
Zone 1: 0 to 22 miles radius from City Hall in Tucson.
Zone 2: More than 22 miles up to 46 miles radius from City Hall in Tucson, add $1.25 to Zone 1 basic hourly rate.
Zone 3: More than 46 miles radius, add $3.15 to Zone 1 basic hourly rate.

ELEV0140A 07/12/1999

	Rates	Fringes
ELEVATOR MECHANICS	22.56	6.935+AB

FOOTNOTES:
A. Employer contributes 8% of regular basic hourly rate as vacation pay for employees with more than 5 years of service, and 6% with less than 5 years of service.
B. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day.

IRON0075C 08/01/1999

	Rates	Fringes
IRONWORKERS; STRUCTURAL		

Mileage from City Hall in Phoenix or Tucson:

0-50 miles	17.70	8.96
50-100 miles	19.20	8.96
100-150 miles	20.45	8.96
over 150 miles	21.70	8.96

PLUM0741D 07/01/1999

	Rates	Fringes
PLUMBERS & PIPEFITTERS (Including HVAC and Refrigeration work)	20.75	6.17

SUAZ1001A 08/01/1993

	Rates	Fringes
CARPENTERS (Excluding Acoustical Ceiling, Drywall Hanging, and Batt/Blown Insulation)	12.61	2.88
CARPENTERS, ACOUSTICAL CEILING	12.51	2.50
CEMENT MASONS (Except Rebar)	12.33	
DRYWALL HANGERS	11.50	
DRYWALL TAPERS	10.78	
GLAZIERS, ARCHITECTURAL	12.91	
HVAC SERVICEMAN	9.56	
INSULATORS, BATT/BLOWN	8.45	
IRONWORKERS, REBAR	10.64	
LABORERS:		
General	6.29	
Asphalt Worker	8.54	2.43
Landscape	5.15	
LATHERS	10.41	
PAINTERS, BRUSH & SPRAY	8.54	
PLASTERERS	10.44	
POWER EQUIPMENT OPERATORS:		
Backhoe	10.00	1.16
Blade/Grader/Scraper	10.00	
Loader	9.54	1.30
Roller	8.50	
ROOFERS (Including Metal)	9.52	
SHEET METAL WORKERS (Including HVAC Duct Work)	10.70	
SPRINKLER FITTERS (Fire)	15.30	3.80
SPRINKLER FITTERS (Irrigation)	6.00	
TILE SETTER	13.48	
TRUCK DRIVERS (Except Water)	10.48	1.37
TRUCK DRIVERS (Water)	8.50	

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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END OF GENERAL DECISION

BRS Document Viewer
General Decision Number AZ000006

General Decision Number AZ000006
Superseded General Decision No. AZ990006
State: Arizona Construction Type:
BUILDING
County(ies):
MOHAVE YUMA
BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	02/11/2000
1	06/02/2000

COUNTY(ies):
MOHAVE YUMA

* ASBE0073A 08/01/1999

	Rates	Fringes
ASBESTOS WORKERS/INSULATORS Includes the application of all insulating materials, protective coverings, coatings, and finishings to all types of mechanical systems	18.57	7.08

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* BRAZ0003E 01/01/2000

	Rates	Fringes
BRICKLAYERS; MARBLE SETTERS; AND TILE LAYERS	19.90	2.69

IRON0075B 08/01/1999

	Rates	Fringes
IRONWORKERS:		
0-50 miles from City Hall in Phoenix or Tucson	17.70	8.96
50-100 miles	19.20	8.96
100-150 miles	20.45	8.96
over 150 miles	21.70	8.96

PLUM0469D 07/01/1999

	Rates	Fringes
PLUMBERS & PIPEFITTERS:		
ZONE 1:		
Commercial	22.35	7.40
Industrial	25.35	7.40
ZONE 2:		
Commercial	25.35	7.40
Industrial	28.35	7.40

ZONE DEFINITIONS FOR PLUMBERS & PIPEFITTERS
ZONE 1: Area within a 20 mile radius of the center of the following towns: Kingman, Lake Havasu City, and Yuma
ZONE 2: Area outside a 20 mile radius of the center of the following towns: Kingman, Lake Havasu City, and Yuma

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SFAZ0669A 01/01/1999

	Rates	Fringes
SPRINKLER FITTERS	22.15	6.40

SUAZ1005A 08/01/1993

	Rates	Fringes
CARPENTERS (Excluding Batt/Blown Insulation, and Drywall Hanging)	12.59	
CEMENT MASONS	13.26	
DRYWALL HANGERS	10.00	
ELECTRICIANS	13.02	
HVAC DUCT INSTALLER	12.83	
INSULATOR, BATT/BLOWN	9.00	
LABORERS:		
General	7.68	
Concrete Worker	9.00	
METAL BUILDING ERECTOR	11.64	
PAINTERS	11.00	

TEAM0104A 06/01/1998

	Rates	Fringes
TRUCK DRIVERS:		
GROUP 1	9.87	3.67
GROUP 2	13.24	3.67
GROUP 3	13.28	3.67
GROUP 4	14.13	3.67
GROUP 5	14.34	3.67
GROUP 6	14.85	3.67
GROUP 7	16.22	3.67

TRUCK DRIVERS CLASSIFICATIONS:

GROUP 1: Pickup Driver, Station Wagon Driver, Man Haul Driver, Self-propelled Street Sweeper, Buggymobile 1 cu yd or less, Vacuum Pump Truck Driver, Forklift or Fork Truck or Ross Carrier, Dumpster under 7 cu yd, Slurry type equipment driver or Leverman, Flaherty Spreader or Leverman

GROUP 2: 2 or 3 axle Dump or Flatrack Driver, Water Truck under 2500 gal., Boom Truck "A" Frame, Ginpole Winch Truck and similar equipment, Heavy Duty Mechanic/Welder

GROUP 3: 4 axle Dump/Flatrack, Dumpster 7 cu yd and over, Redi-Mix Driver less than 10.5 cu yd, Concrete Pump Driver(when integral part of Redi-Mix Truck), Oil Tanker/Distributor Truck Driver/Bootman/Retortman/Leverman, Foremost Rollagon/Melroe/Hosky and similar type equipment when hauling men, material, and equipment, Water Truck Driver 2500 gal. but less than 4000 gal.

GROUP 4: 5 axle Dump or Flatrack Driver, Water Truck Driver 4000 gal. and over, Redi-Mix Drivers 10.6 cu yd and up to 14 cu yd, Hydro Lift, Swedish Crane, Iowa 300 and similar types.

GROUP 5: 6-axle Dump or Flatrack Driver, Rock Truck Driver (Dart, Euclid, CAT Payhauler, and other similar type and Dumps, Single Unit) less than 16 cu yd.

GROUP 6: 7-axle Dump or Flatrack Driver, 8-axle Dumptor Flatrack Driver, Redi-Mix Driver 14 cu yd or over Eject-alls, Transport Drivers (unles axle rating results in higher classification)

GROUP 7: Off-highway Equipment Driver including but not limited to: 2 or 4 wheel Power Unit, CAT DW Services, Euclid, International, and Similar type equipment, Transporting material when Top Loader or by external means, including pulling Watger Tanks, Fuel Tanks, or other applications under Teamster

classifications, Rick Trucks (Dart, Euclid or similar End Dump types) 16 cu yd and over, Eject-alls, Dumptor or Dumpster, 16 cu yd and over, 9-axle Dump or Flatrack Driver.

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

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

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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:

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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

BRS Document Viewer
General Decision Number AZ000007

General Decision Number AZ000007
Superseded General Decision No. AZ990007
State: Arizona Construction Type:
BUILDING
County(ies):
APACHE COCONINO NAVAJO
BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)
Modification Number Publication Date
0 02/11/2000

COUNTY(ies):
APACHE COCONINO NAVAJO

ASBE0073A 08/01/1998

	Rates	Fringes
ASBESTOS WORKERS/INSULATORS Includes the application of all insulating materials, protective coverings, coatings, and finishings to all types of mechanical systems	17.92	5.07

PLUM0469A 07/01/1999

	Rates	Fringes
PLUMBERS & PIPEFITTERS (Including HAVC Work):		
ZONE 1:		
Commercial	22.35	7.40
Industrial	25.35	7.40
ZONE 2:		
Commercial	25.35	7.40
Industrial	28.35	7.40

ZONE DEFINITIONS FOR PLUMBERS & PIPEFITTERS

ZONE 1: Area within a 20 mile radius of the center of the following towns: Flagstaff, Holbrook, Kingman, Lake Havasu City, Prescott, Show Low, Springerville, St Johns, Winslow, and Yuma; and area within 40 miles of the center of Phoenix ZONE 2: Area outside a 20 mile radius of the center of the following towns: Flagstaff, Holbrook, Kingman, Lake Havasu City, Prescott, Show Low, Springerville, St Johns, Winslow, and Yuma; and area outside a 40 mile radius of the center of Phoenix ----------

SHEE0359A 07/01/1998

	Rates	Fringes
SHEET METAL WORKERS (Including HVAC Duct Work):		
Zone 1	21.35	3%+5.43
Zone 2	22.60	3%+5.43

ZONE DEFINITIONS:
Zone 1: 0 to 35 miles from the city hall or city administration building in Flagstaff, Kingman, Prescott, Lake Havasu City, and Yuma; and from the intersection of Central

and Washington in Phoenix Zone 2: Over 35 miles from the cities listed above

SUAZ1002A 03/01/1994

	Rates	Fringes
BRICKLAYERS (Including Cement Blocks)	12.87	
CARPENTERS (Including Metal Building erecting, Metal Studs, and Frame Work; Excluding Batt/ Blown Insulation, and Drywall Hanging)	12.37	2.39
CEMENT MASONS (Except Rebar)	12.25	
ELECTRICIANS	9.93	
INSULATOR, Batt/Blown	9.33	.64
IRONWORKER, Rebar	12.00	
LABORERS, General	7.42	
PAINTERS; Brush, Spray, and Roller	12.16	1.65

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

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

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.

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Wage and Hour Division
U. S. Department of Labor
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U. S. Department of Labor
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Washington, D. C. 20210

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END OF GENERAL DECISION

BRS Document Viewer
General Decision Number AZ000010

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 General Decision Number AZ000010
 Superseded General Decision No. AZ990010
 State: Arizona   Construction Type:
 HEAVY
 County(ies):
 APACHE             NAVAJO
 HEAVY CONSTRUCTION PROJECTS (excluding dam construction)
 Modification Number     Publication Date
             0             02/11/2000
             1             06/02/2000
COUNTY(ies):
APACHE             NAVAJO
 ASBE0073B  08/01/1999
                                      Rates           Fringes
ASBESTOS WORKERS/INSULATORS
Includes the application of all
insulating materials, protective
coverings, coatings, and finishes
to all types of mechanical systems    25.46           7.08
-----------------------------------------------------------------
 BOIL0627B  10/01/1999
                                      Rates           Fringes
BOILERMAKERS (Including
 Containment Lining)                   21.58           9.60
-----------------------------------------------------------------
 * CARP0408B  06/01/2000
                                      Rates           Fringes
CARPENTERS (Including Form Work)       18.70           3.59
-----------------------------------------------------------------
 CARP1914A  09/01/1998
                                      Rates           Fringes
MILLWRIGHTS:
 Zone 1                                17.85           5.29
 Zone 2                                19.23           5.29
 Zone 3                                19.85           5.29
 Zone 4                                21.85           5.29
ZONE DEFINITIONS FOR MILLWRIGHTS:
 Mileage shall be calculated from the construction site to the
  City Hall in Phoenix or Tucson, or to the workmen's residence,
  whichever is less:
  Zone 1:  0-30 miles
  Zone 2:  30-45 miles
  Zone 3:  45-60 miles
  Zone 4:  over 60 miles
-----------------------------------------------------------------
 * ENGI0428F  06/01/2000
                                      Rates           Fringes
POWER EQUIPMENT OPERATORS:
 ZONE 1:
  Group 1                              15.64           4.18
  Group 2                              18.91           4.18
  Group 3                              19.99           4.18
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  Group 4                              21.02          4.18
    POWER EQUIPMENT OPERATORS CLASSIFICATIONS
GROUP 1: Gin Truck; and Loader, 3.5 cu yd and under
GROUP 2: Backhoe, under 1 cu yd; Bulldozer; Caisson Drill; Crane,
under 15 tons; Blade/Grader; Field Equipment Service
man; Loader, over 3.5 cu yd but less than 6 cu yd;
Oiler; and Scraper
GROUP 3: Backhoe, up to 10 cu yd; Crane, over 15 tons but less
than 100 tons; Loader, 6 cu yd but less than 10 cu yd;
and Mechanic
GROUP 4: Backhoe, 10 cu yd and over; Crane, 100 tons and over;
Loader, 10 cu yd and over
-----------------------------------------------------------------
 IRON0075E  08/01/1999
                                    Rates          Fringes
IRONWORKERS; STRUCTURAL
  0-50 miles from City Hall
in Phoenix or Tucson               17.70          8.96
  50-100 miles                        19.20          8.96
  100-150 miles                       20.45          8.96
  over 150 miles                      21.70          8.96
-----------------------------------------------------------------
 SUAZ2003A  02/01/1994
                                    Rates          Fringes
LABORERS:
 General                              10.37          2.77
 Pipelayer                            15.15
-----------------------------------------------------------------
WELDERS - Receive rate prescribed for craft performing operation
to which welding is incidental.
=================================================================
Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29 CFR 5.5(a)(1)(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.
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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:

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Wage and Hour Division
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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:

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Washington, D. C. 20210

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END OF GENERAL DECISION

BRS Document Viewer
General Decision Number AZ000011

General Decision Number AZ000011
Superseded General Decision No. AZ990011
State: Arizona Construction Type:
HEAVY
County(ies):

COCHISE	GREENLEE	YAVAPAI
GILA	LA PAZ	
GRAHAM	SANTA CRUZ	

HEAVY CONSTRUCTION PROJECTS (excluding dam construction)

Modification Number	Publication Date
0	02/11/2000
1	06/02/2000

COUNTY(ies):

COCHISE	GREENLEE	YAVAPAI
GILA	LA PAZ	
GRAHAM	SANTA CRUZ	

ASBE0073B 08/01/1999

	Rates	Fringes
ASBESTOS WORKERS/INSULATORS Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems	25.46	7.08

BOIL0627B 10/01/1999

	Rates	Fringes
BOILERMAKERS (Including Containment Lining)	21.58	9.60

BRAZ0001F 07/01/1999

	Rates	Fringes
COCHISE and SANTA CRUZ COUNTIES; and the area of GRAHAM and GREENLEE COUNTIES located East and South of the San Francisco River to the Gila River		
BRICKLAYERS	15.40	2.69

BRAZ0003A 01/01/2000

	Rates	Fringes
REMAINING COUNTIES including the area of GRAHAM, GREENLEE & PINAL COUNTIES located West and North of the San Francisco River to the Gila River		
BRICKLAYERS	19.90	2.69

CARP1914A 09/01/1998

	Rates	Fringes
MILLWRIGHTS:		
Zone 1	17.85	5.29
Zone 2	19.23	5.29
Zone 3	19.85	5.29
Zone 4	21.85	5.29

ZONE DEFINITIONS FOR MILLWRIGHTS:
Mileage shall be calculated from the construction site to the

City Hall in Phoenix or Tucson, or to the workmen's residence, whichever is less:
Zone 1: 0-30 miles
Zone 2: 30-45 miles
Zone 3: 45-60 miles
Zone 4: over 60 miles

ELEC0518C 07/01/1999

	Rates	Fringes
GILA COUNTY		
ELECTRICIANS	19.25	12%+3.20

ELEC0570E 12/01/1999

	Rates	Fringes
COCHISE, GRAHAM, LA PAZ, GREENLEE, AND SANTA CRUZ COUNTIES		
ELECTRICIANS:		
Zone 1	18.00	12%+2.20

ZONE DEFINITIONS:
Zone 1: 0 to 22 miles radius from City Hall in Tucson Zone 2: More than 22 miles up to 46 miles radius from City Hall in Tucson, add $1.25 to Zone 1 basic hourly rate
Zone 3: More than 46 miles radius, add $3.15 to Zone 1 basic hourly rate

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ELEC0640D 06/21/1999

	Rates	Fringes
YAVAPAI COUNTY		
ELECTRICIANS	19.15	3%+2.72

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* ENGI0428G 06/01/2000

	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
ZONE 1:		
GROUP 1	15.64	4.18
GROUP 2	18.91	4.18
GROUP 3	19.99	4.18
GROUP 4	21.02	4.18

POWER EQUIPMENT OPERATORS CLASSIFICATIONS:
GROUP 1: Gin Truck; Loader 3.5 cu yd and under
GROUP 2: Backhoe, under 1 cu yd; ; Blade/Grader; Bulldozer; Crane, under 15 tons; Driller; Field Equipment Service man; Loader over 3.5 cu yd but less than 6 cu yd; Oiler; and Scraper
GROUP 3: Backhoe, up to 10 cu yd; Bending Machine; Crane, over 15 tons but less than 100 tons; Loader, over 6 cu yd but less than 10 cu yd; and Mechanic
GROUP 4: Backhoe, 10 cu yd and over; Crane, 100 tons and over; Loader, over 10 cu yd
All Operators, Oilers, and Motor Crane Drivers on equipment with Booms, except concrete pumping truck booms, including Jibs, shall receive $0.01 per hour per foot over 80 ft in addition to regular rate of pay

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IRON0075E 08/01/1999

	Rates	Fringes
IRONWORKERS; STRUCTURAL		

0-50 miles from City Hall in Phoenix or Tucson	17.70	8.96
50-100 miles	19.20	8.96
100-150 miles	20.45	8.96
over 150 miles	21.70	8.96

LABO0383C 06/01/1999

	Rates	Fringes
LABORERS:		
Projects over $6 million:		
General	11.02	3.05
Concrete Worker; Guinea Chase	11.83	3.05
Jackhammer; Pipelayer	13.33	3.05
Projects under $6 million:		
General	9.92	3.05
Concrete Worker; Guinea Chaser	10.65	3.05
Jackhammer; Pipelayer	12.00	3.05

PLAS0394F 10/01/1999

	Rates	Fringes
CEMENT MASONS	17.75	6.01

PLUM0469I 07/01/1999

	Rates	Fringes
APACHE, COCONINO, LA PAZ, MARICOPA, MOHAVE, NAVAJO, YAVAPAI AND YUMA COUNTIES:		
PLUMBERS AND PIPEFITTERS:		
ZONE 1:		
Commercial	22.35	7.40
Industrial	25.35	7.40
ZONE 2:		
Commercial	25.35	7.40
Industrial	28.35	7.40

ZONE DEFINITIONS FOR PLUMBERS AND PIPEFITTERS

ZONE 1: Area within a 20 mile radius of the center of the following towns: Flagstaff, Holbrook, Kingman, Lake Havasu City, Prescott, Show Low, Springerville, St. John's, Winslow, and Yuma; and area within 40 miles of the center of Phoenix

ZONE 2: Area outside a 20 mile radius of the center of Flagstaff, Holbrook, Kingman, Lake Havasu City, Prescott, Show Low, Springerville, St. John's, Winslow, and Yuma; and area outside a 40 mile radius of Phoenix

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PLUM0741H 07/01/1999

	Rates	Fringes
PIPEFITTERS	20.75	6.17

SUAZ2005A 02/01/1994

	Rates	Fringes
CARPENTERS (including form work)	14.83	3.11
LANDSCAPE LABORERS	7.00	.38
POWER EQUIPMENT OPERATORS:		
Roller	13.64	1.59
SPRINKLER FITTER, IRRIGATION	7.00	
TRUCK DRIVERS:		
Water Truck	8.43	2.87

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

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* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
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END OF GENERAL DECISION

BRS Document Viewer
General Decision Number AZ000014

General Decision Number AZ000014
Superseded General Decision No. AZ990014
State: Arizona Construction Type:
HEAVY
County(ies):
MARICOPA PINAL
HEAVY CONSTRUCTION PROJECTS (excluding dam construction)

Modification Number	Publication Date
0	02/11/2000
1	06/02/2000

COUNTY(ies):
MARICOPA PINAL

ASBE0073B 08/01/1999

	Rates	Fringes
ASBESTOS WORKERS/INSULATORS Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems	25.46	7.08

BOIL0627B 10/01/1999

	Rates	Fringes
BOILERMAKERS (Including Containment Lining)	21.58	9.60

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* CARP0408E 06/01/2000

	Rates	Fringes
CARPENTERS (Including Form Work, Metal Stud Framing, and Metal Welding)	18.70	3.59

CARP1914A 09/01/1998

	Rates	Fringes
MILLWRIGHTS:		
Zone 1	17.85	5.29
Zone 2	19.23	5.29
Zone 3	19.85	5.29
Zone 4	21.85	5.29

ZONE DEFINITIONS FOR MILLWRIGHTS:
Mileage shall be calculated from the construction site to the City Hall in Phoenix or Tucson, or to the workmen's residence, whichever is less:
Zone 1: 0-30 miles
Zone 2: 30-45 miles
Zone 3: 45-60 miles
Zone 4: over 60 miles

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* ENGI0428D 06/01/2000

	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
ZONE 1:		
Group 1	15.64	4.18

Group 2	18.91	4.18
Group 3	19.99	4.18
Group 4	21.02	4.18

POWER EQUIPMENT OPERATORS CLASSIFICATIONS
GROUP 1: Loader, 3.5 cu yd and under
GROUP 2: Bulldozer; Crane, under 15 tons; Loader, over 3.5 cu yd but less than 6 cu yd; Oiler Truck; and roller
GROUP 3: Crane, over 15 tons but less than 100 tons; Loader, over 6 cu yd but less than 10 cu yd; and Mechanic
GROUP 4: Crane, 100 tons and over; Loader, 10 cu yd and over
All Operators, Oilers, and Motor Crane Drivers on equipment with Booms, except concrete pumping truck booms, including Jibs, shall receive $0.01 per hour per foot over 80 ft in addition to regular rate of pay

---

IRON0075D 08/01/1999

	Rates	Fringes
IRONWORKERS; REBAR & STRUCTURAL		
0-50 miles from City Hall in Phoenix or Tucson	17.70	8.96
50-100 miles	19.20	8.96
100-150 miles	20.45	8.96
over 150 miles	21.70	8.96

PLUM0469E 07/01/1999

	Rates	Fringes
MARICOPA COUNTY		
PLUMBERS AND PIPEFITTERS		
ZONE 1:		
Commercial	22.35	7.40
Industrial (Power Plants, Pumping Stations, Pipelines)	25.35	7.40
ZONE 2:		
Commercial	25.35	7.40
Industrial (Power Plants, Pumping Stations, Pipelines)	28.35	7.40

ZONE DEFINITIONS FOR PLUMBERS AND PIPEFITTERS:
ZONE 1: Area within a 40 mile radius of the center of Phoenix
ZONE 2: Area outside a 40 mile radius of the center of Phoenix

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PLUM0741E 07/01/1999

	Rates	Fringes
PINAL COUNTY		
PLUMBERS AND PIPEFITTERS	20.75	6.17

SUAZ2001A 02/01/1994

	Rates	Fringes
CEMENT MASONS	14.30	3.05
ELECTRICIANS	11.91	1.43
LABORERS:		
General	9.29	2.25
Landscape	5.15	
Mechanical Tools	10.58	1.76
Pipelayer	9.78	
Concrete Worker	11.66	
POWER EQUIPMENT OPERATORS:		

Backhoe	14.47	3.28
Blade/Grader/Scraper	14.64	3.28
Skip Loader	11.96	2.78
Trencher	15.10	3.28
Water Well Driller	12.80	2.68
SPRINKLER FITTER, IRRIGATION	6.65	

TEAM0104C 06/01/1998

	Rates	Fringes
TRUCK DRIVERS:		
Dump Truck, 2 or 3 axle; Water Truck under 2500 gallons	13.24	3.67
Dump Truck, 4-axle; Water Truck 2500 but less than 4000 gallons	13.28	3.67
Dump Truck, 5-axle; Water Truck, 4000 gal. and over	14.13	3.67

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

==========

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

BRS Document Viewer
General Decision Number NM000001

General Decision Number NM000001
Superseded General Decision No. NM990001
State: New Mexico Construction Type:
BUILDING
HEAVY
County(ies):
STATEWIDE
STATEWIDE - EXCLUDING EDDY AND LEA COUNTIES FOR BUILDING CONSTR
GENERAL BUILDING AND HEAVY ENGINEERING CONSTRUCTION shall include the construction, alteration, repair and demolition of buildings, including office buildings, warehouses, industrial an commercial buildings, institutional and public buildings, and al air conditioning, conduit, heating and other mechanical and electrical works and site preparation for building or heavy engineering projects under this classification, stadia; and shal include electrical, gas, water, sewer lines, and other such utility construction which are part of projects under this classification and include within the property line or less than five (5) feet from the building or heavy engineering structure, whichever is closer, provided, however, regard to electrical utilities such construction shall include construction from the first attachment of incoming power source without regard to the property line or proximity to the building or the heavy engineering structure; and include construction, alteration, repair and demolition of heavy engineering work such as power generating plants, pump stations, natural gas compressing stations; covered reservoirs and covered sewage and water treatment facilities concrete linings for canals, ditches and channels; concrete dams; earth dams of one million (1,000,000) cubic yards or over; radio towers, ovens, furnaces, kilins, silos, shafts and tunnels (other than highway shafts and tunnels), hydro-electric projects; and well drilling, telephone and elecltrical transmission lines which are part of GENERAL BUILDING AND HEAVY ENGINEERING PROJECTS: mining appurtenances such as tripples, washeries and loading and discharging chutes, and specialized structures for testing, launching and recoverin space and other rocket-type missles.

Modification Number	Publication Date
0	02/11/2000
1	04/07/2000
2	05/05/2000
3	06/02/2000

COUNTY(ies):
STATEWIDE
ASBE0066D 07/17/1999

	Rates	Fringes
CURRY, HARDING, LEA, QUAY, ROOSEVELT, UNION COUNTIES		
ASBESTOS WORKERS/INSULATORS		
(Includes application of all insulating materials, protective coverings, coatings and finishings to all ltypes of mechanical		

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 systems and asbestos removal         15.40        4.39
-----------------------------------------------------------------
 ASBE0076B  03/01/2000
                                     Rates           Fringes
STATEWIDE, EXCLUDING CURRY, HARDING, LEA, QUAY, ROOSEVELT &
UNION COUNTIES
ASBESTOS WORKERS/INSULATORS
(Includes application of all
 insulating materials, pro-
 tective coverings, coatings
 and finishings to all types
 of mechanical systems and
 asbestos removal)                   19.70           5.02
-----------------------------------------------------------------
 BOIL0627A  10/01/1999
                                     Rates           Fringes
BOILERMAKERS                         18.53           9.81
-----------------------------------------------------------------
 BRNM0001A  04/01/1998
                                     Rates           Fringes
BRICKLAYERS; MARBLE MASONS;
 STONEMASONS; TILE LAYERS
 & TERRAZZO WORKERS:
  DONA ANA COUNTY                    15.02           2.82
  GRANT, LUNE, OTERO & SIERRA COS.   16.77           2.87
  HIDALGO COUNTY                     17.27           2.89
-----------------------------------------------------------------
 BRNM0001B  04/01/1999
                                     Rates           Fringes
BERNALILLO, CATRON, CIBOLA, CHAVES, COLFAX, CURRY, DEBACA,
GUADALUPE, HARDING, LINCOLN, LOS ALAMOS, MCKINLEY, MORA, RIO
ARRIBA, ROOSEVELT, QUAY, SANDOVAL, SAN JUAN, SAN MIGUEL, SANTA
FE, SOCORRO, TAOS, TORRENCE, UNION & VALENCIA COUNTIES
BRICKLAYERS-STONEMASONS              18.99           3.27
MARBLE MASONS, TILE LAYERS &
 TERRAZZO WORKERS                    17.43           3.27
-----------------------------------------------------------------
 CARP0092A  10/01/1999
                                     Rates           Fringes
CARPENTERS, LATHERS,
 & PILEDRIVERMEN                     18.00           3.19
LIGHT COMMERCIAL CONSTRUCTION**      10.65           2.22
**SEE DEFINITION AT THE END OF TRUCK DRIVERS
-------------------------------------------------------------------
MILLWRIGHTS:
  ZONE I                             18.45           2.92
  ZONE II                            20.70           2.92
BASING POINTS FOR MILLWRIGHTS ONLY FROM ALBUQUERQUE CITY HALL
ZONE I        0 TO 15 ROAD MILES
ZONE II      15 TO 35 ROAD MILES
-----------------------------------------------------------------
 ELEC0583B  12/01/1999
                                     Rates           Fringes
ELECTRICIANS
  Zone I                             16.85           3.75%+3.20
  Zone II                            18.80           3.75%+3.20
CABLE SPLICERS:
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Zone I	17.05	3.75%+3.20
Zone II	19.05	3.75%+3.20

Zone 1: The area within a 25 mile radius from the downtown Post Office in El Paso, TX. Ft Bliss and Biggs Field proper to be included in this free zone. The area within a 15 mile radius from the Post Office in Las Cruces, NM and within a 5 mile radius from the Post Office in Alamogordo, Deming and Lordsburg. The area 10 miles East and 10 miles West of Interstate 10 between El Paso, Texas and Las Cruces NM.
Zone 2: Dona Ana, Otero, Luna and Hidalgo Counties (except that area in Zone 1.

ELEC0611B 01/01/2000

	Rates	Fringes
COMMERCIAL LINE WORK (also applies to switching stations and substations adjacent to power plants):		
Bernalillo, Catron, Chaves, Cibola, Colfax, Curry, DeBaca, Grant, Guadalupe, Harding, Lincoln, Los Alamos (USE ZONE 3 RATES), McKinley, Mora, Quay, Rio Arriba, Roosevelt, Sandoval, San Juan, San Miguel, Santa Fe, Sierra, Socorro, Taos, Torrance, Union, Valencia & White Sands Missile Range and that portion of Fort Bliss in New Mexico.		
Lineman - Technicians:		
Zone I	20.55	3.75%+5.60
Zone II	22.40	3.75%+5.60
Zone III	23.63	3.75%+5.60
Zone IV	25.89	3.75%+5.60
Cable Splicers:		
Zone I	22.61	3.75%+5.60
Zone II	24.46	3.75%+5.60
Zone III	25.69	3.75%+5.60
Zone IV	27.95	3.75%+5.60
Equipment Op. (includes helicopter op.):		
Zone I	19.52	3.75%+5.60
Zone II	21.37	3.75%+5.60
Zone III	22.60	3.75%+5.60
Zone IV	24.86	3.75%+5.60
Equipment Mechanic (includes helicopter mechanic):		
Zone I	19.52	3.75%+5.60
Zone II	21.37	3.75%+5.60
Zone III	22.60	3.75%+5.60
Zone IV	24.86	3.75%+5.60
Powderman:		
Zone I	17.88	3.75%+5.60
Zone II	19.73	3.75%+5.60
Zone III	20.96	3.75%+5.60
Zone IV	23.22	3.75%+5.60
Groundman - Jackhammer Op.:		
Zone I	14.59	3.75%+5.60
Zone II	16.44	3.75%+5.60
Zone III	17.67	3.75%+5.60
Zone IV	19.93	3.75%+5.60

Zone 1 Basic Wage Rates

City	Miles From Main Post Office

*Albuquerque	25 miles
Santa Fe	10 miles
Las Vegas	8 miles
Farmington	6 miles
Raton	6 miles
Tucumcari	6 miles
Gallup	10 miles
Roswell	12 miles
Ruidoso	12 miles
Portales	12 miles
Carrizozo	12 miles
Clovis	12 miles
Belen	12 miles
Los Lunas	12 miles
Espanola	14 miles

*The eastern edge of the Albuquerque Zone extends no further than the western boundary of the Village of Tjieras.
Zone 2 extending up to twenty (20) miles beyond Zone 1, EXCEPT ALBUQUERQUE, rates per hour shall be increased by nine percent (9%) of the journeyman rate for Zone 1.
Zone 3 extending up to thirty (30) milesbeyond Zone 1, EXCEPT ALBUQUERQUE, rates per hour shall be increased by fifteen percent (15%) of the journeyman rate for Zone 1.
Zone 4 anything beyond thirty (30) miles from Zone 1, EXCEPT ALBUQUERQUE, rates per hour shall be increased by twenty-six percent (26%) of the journeyman rate for Zone 1.

ELEC0611C 01/01/2000

	Rates	Fringes
ELECTRICIANS:		
Bernalillo, Santa Fe, Torrance, DeBaca, Guadalupe, Quay, San Miguel, Mora, Harding, Union, Colfax, Taos, Rio Arriba, Grant, Sandoval, Valencia, Socorro, Catron, McKinley, Sierra, San Juan, Chaves, Curry, Lincoln, Cibola & Roosevelt Counties		
Zone 1		
Electricians	20.55	3.75%+5.60
Cable Splicers	22.61	3.75%+5.60
Zone 2		
Electricians	22.40	3.75%+5.60
Cable Splicers	24.46	3.75%+5.60
Zone 3		
Electricians	23.63	3.75%+5.60
Cable Splicers	25.69	3.75%+5.60
Zone 4		
Electricians	25.89	3.75%+5.60
Cable Splicers	27.95	3.75%+5.60

Basic Wage Rates

City	Miles From Main Post Office
*Albuquerque	25 miles
Santa Fe	10 miles
Las Vegas	8 miles
Farmington	6 miles
Raton	6 miles
Belen	12 miles
Espanola	14 miles
Los Lunas	12 miles

Tucumcari	6 miles
Roswell	12 miles
Ruidoso	12 miles
Portales	12 miles
Carrizozo	12 miles
Clovis	12 miles
Gallup	10 miles

*The eastern edge of the Albuquerque Zone extends no further than the western boundary of the Village of Tjieras.

Zone 2 extending up to twenty (20) miles beyond Zone 1, EXCEPT ALBUQUERQUE, rates per hour shall be increased by nine percent (9%) of the journeyman rate for Zone 1.

Zone 3 extending up to thirty (30) milesbeyond Zone 1, EXCEPT ALBUQUERQUE, rates per hour shall be increased by fifteen percent (15%) of the journeyman rate for Zone 1.

Zone 4 anything beyond thirty (30) miles from Zone 1, EXCEPT ALBUQUERQUE, rates per hour shall be increased by twenty-six percent (26%) of the journeyman rate for Zone 1.

FOR ESTABLISHING THE OUTLYING ZONES FROM THE ALBUQUERQUE FREE ZONE ONLY, ZONE 2 SHALL EXTEND UP TO TEN (10) MILES BEYOND ZONE 1, ZONE 3 SHALL EXTEND UP TO TWENTY (20) MILES BEYOND ZONE 1, AND ZONE 4 ANYTHING BEYOND TWENTY (20) MILES FROM ZONE 1.

ELEC0611D 01/01/2000

	Rates	Fringes
LOS ALAMOS CO.		
ELECTRICIANS	23.63	3.75%+5.60
CABLE SPLICERS	25.69	3.75%+5.60

ELEC0611E 01/01/2000

	Rates	Fringes
EDDY AND LEA COUNTIES:		
ZONE I		
ELECTRICIANS	19.00	3.75%+5.15
CABLE SPLICERS	19.35	3.75%+5.15
ZONE II		
ELECTRICIANS	19.45	3.75%+5.15
CABLE SPLICERS	19.80	3.75%+5.15
ZONE III		
ELECTRICIANS	19.60	3.75%+5.15
CABLE SPLICERS	19.95	3.75%+5.15
ZONE IV		
ELECTRICIANS	19.85	3.75%+5.15
CABLE SPLICERS	20.20	3.75%+5.15
ZONE I		
SOUNDMEN	16.45	4%+3.45
TECHNICIANS	13.16	4%+3.45
INSTALLERS	10.69	4%+3.45
ZONE II		
SOUNDMEN	16.90	4%+3.45
TECHNICIANS	13.61	4%+3.45
INSTALLERS	11.14	4%+3.45
ZONE III		
SOUNDMEN	17.05	4%+3.45
TECHNICIANS	13.76	4%+3.45
INSTALLERS	11.29	4%+3.45
ZONE IV		

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SOUNDMEN                                17.30           4%+3.45
TECHNICIANS                             14.01           4%+3.45
INSTALLERS                              11.54           4%+3.45
FROM THE MAIN POST OFFICE OF ARTESIA,
      CARLSBAD, HOBBS & LOVINGTON, NEW MEXICO      ZONE I  -  0 to 12 miles
    ZONE II -  12 miles to 22 miles
    ZONE III - 22 miles to 40 miles
    ZONE IV -  40 miles and beyond
-----------------------------------------------------------------
 ELEC0611I  01/01/2000
                                      Rates           Fringes
COMMERCIAL LINE WORK (also applies to switching stations adjacent
to power plants):
Eddy and Lea Counties:
Lineman - Techanicians:
 Zone I                                 19.00           3.75%+5.15
 Zone II                                19.45           3.75%+5.15
 Zone III                               19.60           3.75%+5.15
 Zone IV                                19.85           3.75%+5.15
Cable Splicers:
 Zone I                                 19.35           3.75%+5.15
 Zone II                                19.80           3.75%+5.15
 Zone III                               19.95           3.75%+5.15
 Zone IV                                20.20           3.75%+5.15
Equipment Op. and Mechanics
 (includes Helicopter Op. &
 Mechanic):
  Zone I                                18.05           3.75%+5.15
  Zone II                               18.50           3.75%+5.15
  Zone III                              18.65           3.75%+5.15
  Zone IV                               18.90           3.75%+5.15
 Powderman
  Zone I                                16.53           3.75%+5.15
  Zone II                               16.98           3.75%+5.15
  Zone III                              17.13           3.75%+5.15
  Zone IV                               17.38           3.75%+5.15
 Groundman - Jackhammer Op.:
  Zone I                                13.49           3.75%+5.15
  Zone II                               13.94           3.75%+5.15
  Zone III                              14.09           3.75%+5.15
  Zone IV                               14.34           3.75%+5.15
  FROM THE MAIN POST OFFICE OF ARTESIA,
 CARLSBAD, HOBBS & LOVINGTON, NEW MEXICO        ZONE I   - 0 to 12 miles
      ZONE II  - 12 miles to 22 miles
      ZONE III - 22 miles to 40 miles
      ZONE IV  - 40 miles and beyond
-----------------------------------------------------------------
 ELEC0611Z  01/01/2000
                                      Rates           Fringes
COMMERCIAL LINE WORK (ALSO APPLIES TO SWITCHING STATIONS AND
SUBSTATIONS ADJACENT TO POWER PLANTS):
Dona Ana, Hidalgo, Luna and Otero Cos., exclusive of White Sands
Missile Range and that portion of Fort Bliss in New
Mexico  Linemen - Technicians
  Zone I                                16.85           3.75%+3.30
  Zone II                               18.80           3.75%+3.30
Cable Splicers
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Zone I	17.19	3.75%+3.30
Zone II	19.18	3.75%+3.30
Equipment Op. (includes Helicopter Op.):		
Zone I	14.66	3.75%+3.30
Zone II	16.36	3.75%+3.30
Equipment Mechanic (includes Helicopter Mech.):		
Zone I	14.66	3.75%+3.30
Zone II	16.36	3.75%+3.30
Powderman:		
Zone I	14.15	3.75%+3.30
Zone II	15.79	3.75%+3.30
Groundman - Jackhammer Op.:		
Zone I	11.96	3.75%+3.30
Zone II	13.35	3.75%+3.30

ZONE I:

a. The area within a 25 mile radius from the Downtown Post Office in El Paso, Texas. Fort Bliss and Biggs Field Property to be included in this Free Zone. Fort Bliss and Biggs Field to be defined by official U.S. Government Map

b. The area within a five mile radius of any city, town, or municipality within which an employer establishes or maintains his permanent place of business.

c. The area within a fifteen mile radius from the Post Office in Las Cruces, New Mexico, and within a five mile radius from the Post Office in Alamogordo, Deming, and Lordsburg, New Mexico.

d. The area ten miles East and ten miles West of Interstate 10, between El Paso, Texas and Las Cruces, New Mexico.

ZONE II: All other areas of the jurisdiction except those specified in Zone I.

ELEV0131A 07/01/1999

	Rates	Fringes
ELEVATOR CONSTRUCTORS:		
MECHANIC	21.105	6.675+a

FOOTNOTE: a. Under 5 years service 6%; over 5 years service 8%.
7-Paid Holidays New Years Day, Memorial Day, July 4th, Labor Day, Thansksgiving Day, Friday after Thanksgiving Day, Christmas Day.

ENGI0953C 04/01/2000

	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
HEAVY CONSTRUCTION:		
ZONE 1:		
GROUP I	14.35	2.95
GROUP II	15.74	2.95
GROUP III	15.89	2.95
GROUP IV	16.10	2.95
GROUP V	16.16	2.95
GROUP VI	16.30	2.95
GROUP VII	16.42	2.95
GROUP VIII	17.86	2.95
ZONE 2:		
GROUP I	16.85	2.95
GROUP II	18.24	2.95

GROUP III	18.39	2.95
GROUP IV	18.60	2.95
GROUP V	18.66	2.95
GROUP VI	18.80	2.95
GROUP VII	18.92	2.95
GROUP VIII	20.36	2.95
ZONE 3:		
GROUP I	18.35	2.95
GROUP II	19.74	2.95
GROUP III	19.89	2.95
GROUP IV	20.10	2.95
GROUP V	20.16	2.95
GROUP VI	20.30	2.95
GROUP VII	20.42	2.95
GROUP VIII	21.86	2.95

SHAFT AND TUNNEL WORK - $.15 per hour above regular rate.

HAZARDOUS PAY - The following pay shall be applicable for every hour an operating engineer is required by governmental regulations and does wear special equipment for hazardous work at the designated levels. This is applicable in all three zones

LEVEL C - 10% above regular hourly wage
LEVEL B - 10% above regular hourly wage
LEVEL A - 15% above regular hourly wage

ZONE PAY

The reference point for determining zone pay shall be from the intersection of Interstate Highway 25 and Interstate Highway 40 (the Big "I") in Albuquerque.

ZONE I - Albuquerque - 0 to 50 mile radius from the Big "I" shall be a Free Zone
- Farmington - 0 to 15 mile radius of Farmington City Hall shall be a Free Zone

Zone II - Shall be $2.50 per hour above base pay. Will apply outside of above parameters up to 35 miles

Zone III - Shall be $1.50 cents per hour above Zone II for a total of $4.00 per hour and will apply after 35 miles of Zone I's parameters.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP I

Fireman, Oiler Screedman, Scale Operators, Rubber Tired farm type tractor, tractors under 50 hp w/o attachments, Breakman, Concrete Paving Curbing Machine (Bridge-Type).

GROUP II

Rollers, Sheepsfoot or Pneumatic Self-Propelled w/o Dozer, Concrete Conveyor, Service Truck operator, Air compressor (315 CFM & Over), Pumps (6" & Over), Screening plants, Concrete Mixers (Under 1 CY), Concrete Saw or grinder-span type, 1 Drum Hoist (tugger), Air Tugger, Elevating Belt Type Loaders, Forklift, Lumber Stacker, Tractor Farm Type (under 50 HP w/Attachments), Motorman and Industrial Locomotive op., Winch Truck, Front End Loaders (under 2 CY), Power Plants which Generate Over 15 KW., Welding Machines.

GROUP III

Bituminous Distributors, Boilers, Retort & Hot Oil Heaters Concrete Mixers, (1 CV & Over), Conc. Paver-Single Drum, Drilling Equip., Motor Grader (rough), Shaft and Tunnel Equipment: (Refrigeration, slusher, jumbo forms), Trenching

Machines (all types), Pump crete and gunite machines, Slipform Paver, Mechanical Bullfloats, Concrete Slab Spreading Machine, Concrete Slab Finishing Machine, Space Heaters, Bituminous Finishing Machines, Water Carrier (all types), Concrete Cleaning Decontamination Machine Operator, Horizontal Directional Drill Locator.

GROUP IV

Front End Loaders (2 thru 10 CY), Rollers Steel Wheeled-All Types, Bulldozer, Scrapers (Motor or Towed), Elevating Graders Self-Propelled Rollers - Equipped W/Dozer, Twin-Bowl Scrapers and Quad 8 or 9 pushers (35 cents over basic rate), Three bowl scrapers (60 cents over basic rate), Backhoes up to 3/4 yard bucket, Head Oiler (Service Truck Operator).

GROUP V

Hydraulic Cranes-With less than 50 feet of Boom (20 Tons and Under), Concrete Paver-Double Drum, Cat Cranes, Hysters, 2 Drum Hoist, Auto Fine Grade.

GROUP VI

Mucking Machines-All Types

GROUP VII

Steam Engineers, Loader (Front End Over 10 CV) Concrete Pump (Snorkel Type), Concrete batching plants and Asphalt plants, Crushing plants, Hot plants.

GROUP VIII

All Shovel Type Equipment, Cranes, Draglines, Backhoes over a 3/4 yard bucket, Derricks Guy and Stiff Leg, Pipe mobile (No 2 Operator), Piledriver, Hydrulic Cranes (20 Tons & Over), Mine Hoist, Belt Loader ("C.M.I." Type),Boom and Jibs 150 ft. Through 199 ft.-$.50 per hour above base pay, 200 ft and over-$1.00 per hour above base pay. Shovel (Wheel Type), Boring Machine (Tunnel or Shaft Mole), Pipe Mobile, Side and swing-boom cats, Motor grader (finish), Mechanic-Welder, Heavy Equipment Robotics Operator/Mechanic, Ultra High Pressure Waterjet Cutting Tool System Operator/Mechanic, Vacuum Blasting Machine Operator/Mechanic, Mater Environmental Maintenance Mechanic, Horizontal Directoral Drill Operator.

ENGI0953E 11/01/1999

	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
BUILDING CONSTRUCTION:		
GROUP I	14.26	2.75
GROUP II	15.65	2.75
GROUP III	15.77	2.75
GROUP IV	16.03	2.75
GROUP V	16.15	2.75
GROUP VI	16.26	2.75
GROUP VII	16.36	2.75
GROUP VIII	18.22	2.75

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP I

Fireman, Oiler, Screedman, Scale op. such as Bin-a-Batch, Rubber Tired Farm Type Tractor, Tractors under 50 hp w/o Attachments, Brakeman, Concrete Paving Curing Machine (Bridge Type).

GROUP II

Rollers, Sheepsfoot or Pneumatic Self-Propelled w/o Dozer,

Concrete Conveyor, Service Truck op. (Head Oiler), Air Compressor (600 CFM & Over), Pumps (6" & Over), Screening Plants, Concrete Mixers (Under 1 CY), Concrete Saw or Grinder-Span Type, 1 Drum Hoists, Elevating Belt Type Loaders, Forklift, Lumber Stacker, Tractor Farm Type (under 50 HP w/Attachments), Winch Trucks, Front End Loader under 2 CY), Welding Machines, Cat Head Winch, Power Plants which generate over 15 KW.

GROUP III

Bituminous Distributors, Boilers, Retort & Hot Oil Heaters Concrete Mixers, (1 CY & Over), Conc. Paver-Single Drum, Drilling Equip.,Motor Graders (Rough), Shaft and Tunnel Equipment: Refrigeration, Slusher, Jumbo forms, Trenching Machines (all Types), Pump Crete & Gunite Machines Slipfrom Paver, Mechanical Bullfloats, Concrete Slab Spreading Machine, Conc. Slab Finishing Machine, Asphalt Plants, Bituminous Finishing Machines, Crushing Plants.

GROUP IV

Front End Loaders (2 thru 19 CY), Rollers Steel Wheeled-All Types, Bulldozer, Scrapers (Motor or Towed), Elevating Graders Concrete Batching Plants, Self-Propelled Rollers - Equipped W/Dozer, Twin-Bowl Scrapers and Quad 8 or 9 Pushers ($.35 Over Basic Rate), Three Bowl Scrapers ($.60 Over Basic Rate), Bobcat w/Hydraulic Backhoes with buckets up to one and one quarter cubic yards.

GROUP V

Concrete Paver, Double Drum, Two Drum Hoist, Auto Fine Grader Hysters, Forklift over 20,000 lbs. Lifting Capacity

GROUP VI

Mucking Machines-All Types, Tractor with Hydraulic Backhoe, Backhoes with Buckets up to one and one quarter cubic yards.

GROUP VII

Hydraulic Cranes with less than 50 feet of boom (20 tons and under), Steam Engineers, Loaders (Front end over 10 cubic yards), Concrete Pump (Snorkel Type), Welder.

GROUP VIII

All Shovel Type Equipment, Side Boom Cats, Cranes, Draglines, Track or Excavator Backhoe, Backhoes with Buckets over one and one quarter cubic yards, Derricks, Guy and Stiff Leg, Pipemobile (No.2 Operator), Pile Driver, Hydraulic Cranes (20 ton and over), Mine Hoists, Belt Loader (C.M.I. type) Cranes and Draglines with Booms over 150 ft. through 199 feet $.75 above base rate per hour additional; 200 feet and over $1.00 above base rate per hour additional, Shovel (Wheel type), Boring Machine (Tunnel or Shaft Mode), Pipe Mobile, Mechanic-Finish Blade.

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* IRON0263D 06/01/2000

	Rates	Fringes
CHAVES, CURRY, DONA DNA, EDDY, GRANT, HARDING, HIDALGO, LEA, LUNA, OTERO, QUAY, ROOSEVELT, SIERRA AND UNION COUNTIES		
IRONWORKERS:		
Ornamental; Structural and reinforcing	17.29	4.05

IRON0495A 07/01/1999

	Rates	Fringes

BERNALILLO, CATRON, CIBOLA, COLFAX, DeBACA, GUADALUPE, LINCOLN, LOS ALAMOS, TAOS, McKINLEY, MORA, RIO ARRIBA, SAN JUAN, SAN MIGUEL, SANDOVAL, SANTA FE, SOCORRO, TORRANCE, VALENCIA COUNTIES

IRONWORKERS:		
Ornamental; Structural and reinforcing	16.34	6.31

LABO0016A 10/01/1999

	Rates	Fringes
LABORERS:		
GROUP I	11.50	2.40
GROUP II	12.17	2.40
GROUP III	13.44	2.40

LABORER CLASSIFICATIONS

GROUP I: Chainmen, Stakedrivers, Demolition, Hand Flagmen, Heater Tender, Toolroom Tenders, Pick and Shovel Work, Window Cleaning and Clean-up, Carpenter Tenders, Concrete Workers, Concrete Buggy Operaators, Industrial and Plant Laborers, (Chainman and Stakedrivers working solely for an engineering firm are not subject to this agreement.)

GROUP II: Air and Power Tool Operators, Asphalt Rakers, Chain Saw Operators, Cutting Torch Operators, Gunite Rebound Men, Fog Machine Operators, Power Buggy Operators, Rodmen, Sandblasters (potmen), Wagons Core, and Diamond Driller Tenders outside w/Pumps under 6", Concrete Burners, Cement Mason Tenders, Hodcarriers, Mortar Mixer, Plaster Spreader Operators, Plaster Tenders, Gunite Nozzlemen, Pipelayer, Pumpcrete Nozzlemen, Powdermen and Blaster.

GROUP III: Asbestos Abatement Laborer; Toxic and Hazardous Waste Removal Laborer; Lead Base Paint Removal Laborer.

PAIN0823A 01/04/2000

	Rates	Fringes
PAINTERS:		
Mines, mills, Power plants, energy plants, refineries, coal gassification plants, nuclear related facilities & all steel work incidental thereto including stacks of all descriptions:		
Brush, roller, pot tender, sandblaster, grinder operator:		
New Work:		
Zone I	16.05	3.58
Zone II	17.05	3.58
Zone III	18.55	3.58
Repaint/remodel:		
Zone I	13.64	3.58
Zone II	14.64	3.58
Zone III	16.14	3.58
Spray; Preparation for and application of epoxy & special coatings:		
New Work:		
Zone I	16.55	3.58
Zone II	17.55	3.58
Zone III	19.05	3.58

```
Repaint/remodel:
 Zone I                            14.08          3.58
 Zone II                           15.08          3.58
 Zone III                          16.58          3.58
  Paperhangers:
New Work:
 Zone I                            17.05          3.58
 Zone II                           18.05          3.58
 Zone III                          19.55          3.58
Repaint/remodel:
 Zone I                            14.49          3.58
 Zone II                           15.49          3.58
 Zone III                          16.99          3.58
 All other Work: Commercial:
 Brush, roller, spray, special coatings:
  New Work:
Zone I                             14.24          3.58
Zone II                            15.24          3.58
Zone III                           16.74          3.58
  Repaint/remodel:
Zone I                             14.24          3.58
Zone II                            15.24          3.58
Zone III                           16.74          3.58
 Sandblaster, striping machine op.:
  New Work:
Zone I                             15.69          3.58
Zone II                            16.69          3.58
Zone III                           18.19          3.58
 Sign painter:
  New Work:
Zone I                             16.04          3.58
Zone II                            17.04          3.58
Zone III                           18.54          3.58
 Paperhanger:
  New Work:
Zone I                             16.19          3.58
Zone II                            17.19          3.58
Zone III                           18.69          3.58
  Repaint/remodel:
Zone I                             16.19          3.58
Zone II                            17.19          3.58
Zone III                           18.69          3.58
      PAINTERS ZONE DEFINITIONS
An area within a thirty (30) mile radius of the main post office
in the city or town where an employee permanently resides at the
time of hire shall be considered Zone I.
All jobs beyond the thirty (30) mile radius shall be covered by
the zone schedule under wages.
ZONE I   -  BASE PAY UP TO 30 MILES
ZONE II  -  EXTENDING 30 MILES TO 75 MILES BEYOND ZONE I
ZONE III -  EXTENDING 75 MILES AND BEYOND
-----------------------------------------------------------------
 PAIN0823B  04/01/2000
                                    Rates          Fringes
GLAZIERS                             17.75          3.58
-----------------------------------------------------------------
 PAIN0823C  04/01/2000
```

	Rates	Fringes
SOFT FLOOR LAYERS:		
ZONE I	15.98	3.58
ZONE II	16.98	3.58
ZONE III	18.48	3.58

SOFT FLOOR LAYERS ZONE DEFINITIONS
An area within a thirty (30) mile radius of the main post office in the city or town where an employee permanently resides at the time of hire shall be considered Zone 1.
All jobs beyond the thirty (30) mile radius shall be covered by the zone schedule under wages.
ZONE I -- Up to 30 miles
ZONE II -- 30 to 75 miles
ZONE III - 75 miles and beyond

PAIN0823D 04/01/1999

	Rates	Fringes
PAINTERS:		
Mines, mills, Power plants, energy plants, Refineries, coal gassification plants, nuclear related facilities & all steel work incidental thereto including stacks of all descriptions:		
Ames Tool Operator:		
New Work:		
Zone I	17.40	4.08
Zone II	18.40	4.08
Zone III	20.53	4.08
Repaint/remodel:		
Zone I	14.79	4.08
Zone II	15.79	4.08
Zone III	17.92	4.08
Drywall finisher,Handfinisher,machine textures:		
New Work:		
Zone I	16.70	4.08
Zone II	17.70	4.08
Zone III	19.83	4.08
Repaint/remodel:		
Zone I	14.20	4.08
Zone II	15.20	4.08
Zone III	17.33	4.08
All other Work: Commercial:		
Ames tool operator:		
New Work:		
Zone I	16.45	4.08
Zone II	17.45	4.08
Zone III	19.58	4.08
Repaint/remodel:		
Zone I	13.90	4.08
Zone II	14.90	4.08
Zone III	17.03	4.08
Drywall finisher,machine texture,hand finisher:		
New work:		
Zone I	15.95	4.08
Zone II	16.95	4.08
Zone III	19.08	4.08
Repaint/remodel:		

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 Zone I                            13.40          4.08
 Zone II                           14.40          4.08
 Zone III                          16.53          4.08
      PAINTERS ZONE DEFINITIONS
An area within a thirty (30) mile radius of the main post office
in the city or town where an employee permanently resides at the
time of hire shall be considered Zone I.
All jobs beyond the thirty (30) mile radius shall be covered by
the zone schedule under wages.
ZONE I   -  BASE PAY UP TO 30 MILES
ZONE II  -  EXTENDING 30 MILES TO 75 MILES BEYOND ZONE I
ZONE III -  EXTENDING 75 MILES AND BEYOND
-----------------------------------------------------------------
 PLAS0254A  10/01/1999
                                     Rates          Fringes
CEMENT MASONS                         15.95          3.22
-----------------------------------------------------------------
 PLAS0254B  07/01/1998
                                     Rates          Fringes
PLASTERERS                            16.26          2.82
-----------------------------------------------------------------
 PLUM0412A  04/01/2000
                                     Rates          Fringes
REMAINING COUNTIES
PLUMBERS & PIPEFITTERS                23.13          4.95
LOS ALAMOS, WHITE ROCK, SOUTH MESA, McGREGOR, WHITE SANDS MISSILE
RANGE AND/OR PROVING GROUNDS
PLUMBERS & PIPEFITTERS                23.93          4.95
LIGHT COMMERCIAL :
 All irrigation &                     16.11          3.30
  lawn sprinkler
-----------------------------------------------------------------
 ROOF0174A  10/01/1994
                                     Rates          Fringes
ROOFERS                              13.30           1.99
-----------------------------------------------------------------
 SHEE0049A  04/01/1998
                                     Rates          Fringes
REMAINING COUNTIES
SHEET METAL WORKERS                   20.13          6.86
-----------------------------------------------------------------
 SHEE0049B  04/01/1998
                                     Rates          Fringes
LOS ALAMOS COUNTY
SHEET METAL WORKERS                   22.13          6.92
-----------------------------------------------------------------
 SUNM1002A  08/11/1993
                                     Rates          Fringes
SPRINKLER FITTERS:
  Bernalillo, Los Alamos &
 Santa Fe, Counties                15.55
  Otero County                        17.45          3.75
  Remaining Cos. (Except Dona Ana)    16.06          2.95
-----------------------------------------------------------------
 TEAM0492A  06/01/1993
                                     Rates          Fringes
TRUCK DRIVERS:
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BUILDING CONSTRUCTION:

Zone I:		
GROUP I	9.83	1.89
GROUP II	10.10	1.89
GROUP III	10.18	1.89
GROUP IV	10.30	1.89
GROUP V	10.35	1.89
GROUP VI	10.45	1.89
GROUP VII	10.55	1.89
GROUP VIII	10.69	1.89
GROUP IX	10.84	1.89
Zone II		
GROUP I	11.58	1.89
GROUP II	11.85	1.89
GROUP III	11.93	1.89
GROUP IV	12.05	1.89
GROUP V	12.10	1.89
GROUP VI	12.20	1.89
GROUP VII	12.30	1.89
Group VIII	12.44	1.89
Group IX	12.59	1.89
Zone III:		
GROUP I	12.08	1.89
GROUP II	12.35	1.89
GROUP III	12.43	1.89
GROUP IV	12.55	1.89
GROUP V	12.60	1.89
GROUP VI	12.70	1.89
GROUP VII	12.80	1.89
GROUP VIII	12.94	1.89
GROUP IX	13.09	1.89
BUILDING CONSTRUCTION:		
Light Commercial Construction:		
0 Zone I:		
1 GROUP I	7.86	1.89
2 GROUP II	8.08	1.89
3 GROUP III	8.14	1.89
4 GROUP IV	8.24	1.89
5 GROUP V	8.28	1.89
6 GROUP VI	8.36	1.89
7 GROUP VII	8.44	1.89
8 GROUP VIII	8.55	1.89
9 GROUP IX	8.67	1.89
0 Zone II:		
1		
2 GROUP I	9.26	1.89
3 GROUP II	9.48	1.89
4 GROUP III	9.54	1.89
5 GROUP IV	9.64	1.89
6 GROUP V	9.68	1.89
7 GROUP VI	9.76	1.89
8 GROUP VII	9.84	1.89
9 Group VIII	9.95	1.89
0 Group IX	10.07	1.89
1 Zone III:		
2 GROUP I	9.66	1.89
3 GROUP II	9.88	1.89

GROUP III	9.94	1.89
GROUP IV	10.04	1.89
GROUP V	10.08	1.89
GROUP VI	10.16	1.89
GROUP VII	10.24	1.89
GROUP VIII	10.35	1.89
GROUP IX	10.47	1.89
HEAVY CONSTRUCTION:		
Zone I:		
GROUP I	10.08	1.79
GROUP II	10.35	1.79
GROUP III	10.43	1.79
GROUP IV	10.55	1.79
GROUP V	10.60	1.79
GROUP VI	10.70	1.79
GROUP VII	10.80	1.79
GROUP VIII	10.94	1.79
GROUP IX	11.09	1.79
Zone II:		
GROUP I	11.58	1.79
GROUP II	11.85	1.79
GROUP III	11.93	1.79
GROUP IV	12.05	1.79
GROUP V	12.10	1.79
GROUP VI	12.20	1.79
GROUP VII	12.30	1.79
GROUP VIII	12.44	1.79
GROUP IX	12.59	1.79
Zone III:		
GROUP I	11.83	1.79
GROUP II	12.10	1.79
GROUP III	12.18	1.79
GROUP IV	12.30	1.79
GROUP V	12.35	1.79
GROUP VI	12.45	1.79
GROUP VII	12.55	1.79
GROUP VIII	12.69	1.79
GROUP IX	12.84	1.79

TRUCK DRIVER (BUILDING & HEAVY CONSTRUCTION) CLASSIFICATIONS

GROUP I:

Pickup 3/4 Ton and Under, Lubrication, Light Tire Repair and Washer, Swamper, 2 or 4 and up.

GROUP II:

Dump or Batch Truck Under 8 C.Y.W.L.: Flat Bed (bobtail) 2 Ton and Under, Warehouseman including Material Check, Fork Lift Under 5 Ton MRC.

GROUP III:

Dump Trucks (Including All Highway and Off Highway) 8 up to 16 C.Y.W.L.C.; Water, Fuel or Oil Trucks Less Than 3,000 gal. Flat Bed (bobtail) Over 2 Tons.

GROUP IV:

Distributor Driver, Heavy Tire Repair, Lumber Carrier Driver, Young Buggy or Similar Equipment, Transit Mix or Agitator 2 or 3 Axle Bobtail Equipment, Scissor Truck, Bulk Cement Bobtail 2 or 3 Axle, Semi-Trailer Flat Bed or Van Single Axle Forklift 5 Ton and over M.R.C.

GROUP V:
Dumpsters and Dumpcrete Driver; Water, Fuel or Oil Trucks 3,000 to 6,000 Gallons; Lowboys and Light Equipment Driver; Euclid Type Tank Wagon Under 6,000 Gallons.

GROUP VI:
Vacuum Truck; Dump Trucks (including all highway and off-highway 16 up to 22 C.Y.W.L.C.

GROUP VII:
Transit Mix or Agitator Semi or 4 Axle Equipment Driver; Flaherty Truck Type Spreader Box Driver; Slurry Truck Driver Bulk Cement Driver; Semi-Doubles; $ Axle Bobtail; Winch Truck and "A" Frame; Dump Truck (including all Highway and Off-Highway) 22 CY up to 35 C.Y.W.L.C.

GROUP VIII:
Euclid Diesel Power Turnarocker; Terra Coba-DW20-Tourneau Pulls and Similar Diesel Powered Equipment when used to haul Materials and Assigned to a Teamster-Lowboy Heavy Equipment Driver; Water, Fuel and Oil Trucks 6,000 Gallons and Over Including Tank Wagon Drivers, Semi-Trailer Driver (Flat-Bed or Van Tandems); Light Equipment Mechanic; Dump Trucks (Including All Highway and Off-Highway) 35 C.Y.W.L.C. and Over; Truck and Trailer or Semi-Trailer (Flated); eject all.

GROUP IX:
Lowboy (Heavy Equipment Double Gooseneck); Heavy Equipment Mechanic; Welder (Body and Fender Men).

TRUCK DRIVERS ZONE PAY BASING POINTS AND DEFINITIONS LISTED BELOW FOR BUILDING AND HEAVY CONSTRUCTION - BASING POINTS ARE AS FOLLOWS:

ALAMOGORDO, ALBUQUERQUE, ARTESIA, BAYARD, BELEN, CARLSBAD,

CLOVIS, DEMING, ESPANOLA, EUNICE, FARMINGTON, GALLUP, GRANTS, HOBBS, LAS CRUCES, LAS VEGS, LORDSBURG, LOVINGTON, PORTALES, RATON, ROSWELL, RUIDOSO, SANTA FE, SANTA ROSE, SILVER CITY, SOCORRO, TAOS, TUCUMCARI

ZONE I
Projects within 15 miles from the starting points above

ZONE II
Projects 15 or more road miles but less than 35 miles from above, includes all of Los Alamos County

ZONE III
Projects more than 35 road miles, or more from above.

FOOTNOTE:

**LIGHT COMMERCIAL DEFINITION

Construction, erection, alteration, repair, modification, addition to or improvement in whole or in part of structures for which the major support system is wood frame construction and will also include all apartments over 4 stories, all convenience stores, fast food restaurants, automobile service stations & motels up to 2 stories high.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(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

BRS Document Viewer
General Decision Number NV000005

General Decision Number NV000005
Superseded General Decision No. NV990005
State: Nevada Construction Type:
HEAVY
HIGHWAY
County(ies):

CARSON CITY	EUREKA	NYE
CHURCHILL	HUMBOLDT	PERSHING
CLARK	LANDER	STOREY
DOUGLAS	LINCOLN	WASHOE
ELKO	LYON	WHITE PINE
ESMERALDA	MINERAL	

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS (Except construction projects at the NEVADA TEST SITE and TONOPAH TEST RANGE) (and Excluding Water Well Drilling)

Modification Number	Publication Date
0	02/11/2000

COUNTY(ies):

CARSON CITY	EUREKA	NYE
CHURCHILL	HUMBOLDT	PERSHING
CLARK	LANDER	STOREY
DOUGLAS	LINCOLN	WASHOE
ELKO	LYON	WHITE PINE
ESMERALDA	MINERAL	

CARP0034L 07/01/1998

	Rates	Fringes
CARSON CITY, CHURCHILL, DOUGLAS, ELKO, EUREKA, HUMBOLDT, LANDER, LYON, MINERAL, PERSHING, STOREY, WASHOE AND WHITE PINE COUNTIES		
DIVER STANDBY	27.65	12.425
DIVER WET	38.90	12.425
DIVER TENDER	27.65	12.425
PILE DRIVERS:		
(Bridge, Warf & Dock Builders)	25.65	12.425

CARP0971E 07/01/1999

	Rates	Fringes
CHURCHILL, DOUGLAS, ELKO, EUREKA, HUMBOLDT, LANDER, LYON, MINERAL, PERSHING, STOREY, WASHOE, AND WHITE PINE.		
CARPENTERS	24.18	4..97

CARP1780A 07/01/1999

	Rates	Fringes
CLARK, ESMERALDA, LINCOLN AND NYE COUNTIES		
CARPENTERS:		
30 Mile radius around Las Vegas (Measured from the intersection of Maryland Parkway and Charleston Blvd.)	27.18	7.65
30 to 50 Mile radius around Las Vegas (same as above)	28.68	7.65
Over 50 mile Mile radius		

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 around Las Vegas (same as above)     30.43           7.65
 Laughlin Area                        29.18           7.65
-----------------------------------------------------------------
     ELEC0357F  06/01/1999
                                      Rates           Fringes
CLARK, LINCOLN, AND NYE (South of the Mt. Diablo Base Line)
COUNTIES
ELECTRICIANS                          26.95           9.21+3%
CABLE SPLICERS                        27.28           9.21+3%
-----------------------------------------------------------------
     ELEC0357G  07/01/1997
                                      Rates           Fringes
CLARK, LINCOLN, AND NYE COUNTIES
LINE CONSTRUCTION WORKERS:
 Area bound by a 30 mile radius
  from the intersection of Main
  Street and Fremont Street in
  Las Vegas (Free Area)
   Groundman                          17.98           5.95+3%
   Line Equipment Operators           21.86           5.95+3%
   Lineman                            24.45           5.95+3%
 Area between a 30 mile radius
  and 60 mile radius from Main
  and Fremont Streets
   Groundman                          18.98           5.95+3%
   Line Equipment Operators           22.86           5.95+3%
   Lineman                            25.45           5.95+3%
 Area Over 60 mile radius
  from Main and Fremont Streets
  Groundman                           20.98           5.95+3%
  Line Equipment Operators            24.86           5.95+3%
  Lineman                             27.45           5.95+3%
-----------------------------------------------------------------
     ELEC0401F  12/01/1998
                                      Rates           Fringes
CHURCHILL, DOUGLAS, ELKO, ESMERALDA, EUREKA, HUMBOLDT, LANDER,
LYON, MINERAL, PERSHING, STOREY, WASHOE, AND WHITE PINE
COUNTYS.
ELECTRICIANS:
 ELECTRICAINS                         24.00           5.95+3%
 CABLE SPLICER                        26.40           5.95+3%
-----------------------------------------------------------------
     ELEC0401G  02/01/1993
                                      Rates           Fringes
CHURCHILL, DOUGLAS, ELKO, ESMERALDA, EUREKA, LANDER, LYON,
MINERAL, PERSHING, STOREY, WASHOE, AND WHITE PINES COUNTYS.
LINE CONSTRUCTION:
  Lineman                             21.74           5.34+3-3/4%
  Cable Splicer                       23.91           5.34+3-3/4%
  Equipment Operator                  19.57           5.34+3-3/4%
  Groundman                           14.13           5.34+3-3/4%
-----------------------------------------------------------------
     ENGI0012H  08/01/1999
                                      Rates           Fringes
HYDRAULIC SUCTION AND CLAMSHELL DREDGES
Leverman                              34.20            8.00
Deck Captain                          31.30            8.00
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Dozer	30.73	8.00
Watch Engineer, Welder and Deckmate	30.62	8.00
Winchman (Stern Winch) (on dredge)	30.07	8.00
Deckhand (can operate anchor scow under direction of mate), Bargeman	29.53	8.00
Barge mate	30.14	8.00

ENGI0012J 07/01/1999

	Rates	Fringes
CLARK, ESMERALDA LINCOLN AND NYE COUNTIES		
POWER EQUIPMENT OPERATORS:		
Group 1	27.94	7.95
Group 2	28.89	7.95
Group 3	29.18	7.95
Group 4	29.82	7.95
Group 5	30.92	7.95
Group 6	30.04	7.95
Group 7	30.15	7.95
Group 8	31.25	7.95
Group 9	30.27	7.95
Group 10	33.37	7.95
Group 11	30.44	7.95
Group 12	30.54	7.95
Group 13	30.57	7.95
Group 14	30.65	7.95
Group 15	30.77	7.95
Group 16	30.94	7.95
Group 17	31.04	7.95
Group 18	31.15	7.95
Group 19	31.27	7.95
Group 20	31.44	7.95
Group 21	31.54	7.95
Group 22	31.66	7.95
Group 23	31.77	7.95
Group 24	31.94	7.95
CRANES, PILEDRIVING & HOISTING EQUIPMENT		
Group 1	28.44	7.95
Group 2	29.39	7.95
Group 3	29.68	7.95
Group 4	29.82	7.95
Group 5	30.04	7.95
Group 6	30.15	7.95
Group 7	30.27	7.95
Group 8	30.44	7.95
Group 9	30.61	7.95
Group 10	31.61	7.95
Group 11	32.61	7.95
Group 12	33.61	7.95
Group 13	34.61	7.95
TUNNEL GROUP:		
Group 1	28.89	7.95
Group 2	30.18	7.95
Group 3	30.32	7.95
Group 4	30.54	7.95

Group 5	30.65	7.95
Group 6	30.77	7.95
Group 7	31.07	7.95

From the City Hall of Las Vegas
20 Miles to 40 Miles - add $1.50 per hour to wage rates
40 Miles to 60 Miles - add $2.50 per hour to wage rates
Over 60 Miles - add $3.00 per hour to wage rates

POWER EQUIPMENT OPERATOR CLASSIFICATIONS:

GROUP 1: Bargeman, brakeman, compressor operator (when more than five (5) 900 CFM or larger units, additional operator required), ditch witch, with eat or similar type equipment, elevator operator - inside, engineer oiler, generator operator, generator, pump or compressor plant operator, pump operator, signalman, switchman

GROUP 2: Asphalt - rubber plant operator, concrete mixer operator - skip type, conveyor operator, fireman, hydrostatic pump operator, oiler crusher (asphalt or concrete plant), skiploader (when wheel type up to 3/4 yd. without attachment), soils field technician, tar pot fireman, temporary heating plant operator, trenching machine operator

GROUP 3: Asphalt - rubber blend operator, equipment greaser (rack), ford ferguson (with dragtype attachments), helicopter radioman (ground), power concrete curing machine operator, power concrete saw operator, power - driven jumbo form setter operator, 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 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, hydra-hammer-aero stomper, power sweeper operator, roller operator (compacting), screed operator (asphalt or concrete), trenching machine operator (up to 6 ft.)

GROUP 5: Equipment Greaser (Grease Truck)

GROUP 6: Asphalt plant engineer, batch plant operator, bit sharpener, concrete joint machine operator (canal and similar type), concrete planer operator, deck engine operator, derrickman (oilfield type), drilling machine operator, bucket or auger types (Caldwell 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, pump 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 type), 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

GROUP 7: Asphalt or concrete spreading operator (tamping or finishing), asphalt paving machine operator (Barber Greene or similar type - 1 screedman required), Asphalt -rubber distributor 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 (Caldwell 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, kalamazoo ballast 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), pneumatic concrete placing machine operator (Hackley-Presswell or similar type), pumpcrete operator, 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, skipload operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.), 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 bending machine operator, trenching machine operator (over 6 ft. depth capacity, oiler required)

GROUP 8: Heavy duty repairman

GROUP 9: Drilling machine operator, bucket or auger types (Caldwell 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, 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), rubber-tired earth-moving equipment operator (multiple engine, Euclid, Caterpillar and similar over 25 yds. and up to 50 yds.), tower crane repair person, tractor loader operator (crawler and wheel type over 6-1/2 yds.), Woods mixer operator (and similar pugmill equipment)

GROUP 10: Dynamic compactor LDC350 (or similar types

GROUP 11: Auto grader operator, automatic slip form operator, drilling machine operator, bucket or auger types (Caldwell, auger 20 CA or similar types - Watson auger 6000 or similar types - drilling depth of 175' maximum), hoe ram or similar with compressor, mass excavator operator, 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 12: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 13: Canal liner operator, canal trimmer operator, remote-control earth-moving equipment operator, wheel excavator operator

GROUP 14: 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 15: 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 16: 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 17: 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 18: 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, including 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 19: 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 20: 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 21: Rubber-tired earth-moving equipment operator,

operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 22: 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 23: 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 24: Concrete pump operator - truck mounted (oiler required when boom over 105' or 36 meters), 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 (under 5 tons capacity)

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: Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Fork lift operator (over 5 tons); Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist operator; 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, Guyderrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds. mrc)

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; Tower crane operator

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)

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 motorman (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); Welder - general

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 - welder combination

GROUP 7: Tunnel mole boring machine operator

ENGI9993D 07/01/1998

	Rates	Fringes
CHURCHILL, DOUGLAS, ELKO, EUREKA, HUMBOLDT, LANDER, LYON, MINERAL, PERSHING, STOREY, WASHOE, WHITE PINE AND CARSON CITY		
POWER EQUIPMENT OPERATORS (Except Piledriving and Steel Erection)		
AREA 1:		
Group 1A	23.78	7.86
Group 2	24.31	7.86
Group 3	24.58	7.86
Group 4	25.32	7.86
Group 5	25.62	7.86
Group 6	25.79	7.86
Group 7	26.04	7.86
Group 8	26.63	7.86
Group 9	26.95	7.86
Group 10	27.30	7.86

Group 10A	27.49	7.86
Group 11	27.73	7.86
Group 11A	29.37	7.86
Group 11B	30.18	7.86
PILEDRIVING		
AREA 1:		
Group 1	33.07	7.86
Group 2	27.13	7.86
Group 3	25.21	7.86
Group 4	31.55	7.86
Group 5	26.92	7.86
Group 6	25.01	7.86
Group 7	30.10	7.86
Group 8	26.70	7.86
GROUP 9	24.78	7.86
Group 10	28.59	7.86
Group 11	27.48	7.86
Group 12	26.37	7.86
Group 13	25.41	7.86
Group 14	24.45	7.86
STEEL ERECTION		
AREA 1:		
Group 1	33.62	8.56
Group 2	27.45	8.56
Group 3	25.49	8.56
Group 4	32.11	8.56
Group 5	27.20	8.56
Group 6	25.28	8.56
Group 7	30.87	8.56
Group 8	26.98	8.56
Group 9	26.65	8.56
Group 10	25.06	8.56
Group 11	29.14	8.56
Group 12	28.04	8.56

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

CHURCHILL. DOUGLAS, ELKO, EUREKA, HUMBOLDT, LANDER, LYON, MINERAL, PERSHING, STOREY, WASHOE, WHITE PINE, CARSON CITY (EXCLUDING PILEDRIVING AND STEEL ERECTION)

GROUP 1A: Oiler; Partsman (heavy duty repair shop partsroom when needed).

GROUP 2: Compressor; Material Loader and/or Conveyor (handling building materials); Pump Operator

GROUP 3: Bobcat or similar loader (1/4 cu. yd. or less); Concrete Curing Machines (streets); Conveyor belt operator; Forklift (under 20 ft.); Engineer Generating plant (500 K.W.); Mixer box operator (concrete plant); Motorman; Rotomist Operator; Screedman (except asphaltic or concrete paving); Oiler (truck crane)

GROUP 4: Concrete mixer, skip type; Dinky; Forklift (20' and over) or Lumber stacker; Ross Carrier; Skip Loader (under 1 cu. yd); Tie Spacer.

GROUP 5: Concrete mixer (over 1 cu. yd); concrete pumps or pumpcrete guns; Elevator and material Hoist (1 drum); Groundman for Asphalt Milling and similar.

GROUP 6: Auger type drilling equipment up to and including 30 ft. depth digging capacity m.r.c.; Boom Truck or Dual Purpose "A" Frame Truck; B.L.H. Lima road pactor or similar; Chip box

spreader (flaherty type or similar); Concrete batch plant (wet or dry); Concrete saws (highways, streets, airports, canals); Locomotive (over 30 tons); Lubrication and service engineer (mobile & grease rack); Maginnis international full slab vibrator (airports, highways, canals, warehouses); Mechanical finishers (concrete)(clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical Burn, Curb and/or Curb and Gutter Machine (concrete or asphalt); Pavement breaker, truck mounted, with compressor combination; Pavement breaker or tamper (with or without compressor (combination); Power Jumbo (setting slip-forms, etc. in tunnels); Roller (except asphalt); Self-propelled tape machine; Self-propelled compactor (single engine); Self-propelled power sweeper; slip form pump (power-driven by hydraulic, electric, air, gas, etc. lifting device for concrete forms); Small Rubber-tired Tractors; Snooper Crane, Paxton-Mitchell or similar; Stationary Pipe Wrapping, Cleaning and Bending Machine Operator

GROUP 7: Auger type drilling equipment over 30 ft. depth digging capacity m.r.c.; Compressor (over 2); Concrete conveyor or concrete pump, truck equipment mounted (boom length to apply); Concrete conveyor, building site; Drilling and boring Machinery, vertical and horizontal (not to apply to waterliners, wagon drills or jackhammers); Crusher Plant Engineer; Generators; Kolman Loader; Material Hoist (2 or more drums); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); (Screedman required); Mine or shaft hoist; Pipe bending machines (pipelines only); Pipe cleaning machines (tractor propelled and supported); Pipe wrapping machines (tractor propelled and supported); Portable crushing and screening plants; Post driller and/or driver; Pumps (over 2); Roller operator (asphalt); Screedman (except asphaltic or concrete paving; Screedman (Barber-Green and similar)(Aspaltic or concrete paving); Self-propelled boom-type lifting device (center amount) (10 ton capacity or less); Slusher; Soil tester (certified); Soils and material tester; Surface heater and planer; Trenching machine (maxiumum digging capacity 3 feet depth); Truck type loader; Welding machines (gasoline or diesel.

GROUP 8: Asphalt milling Machine; Asphalt plant engineer; Cast-in-place pipe laying machine; Combination slusher and motor op.; Concrete batch plant (multiple units); Dozer Operator; Drill doctor; Elevating grader; Gradesetter, Grade checker; Grooving and grinding machine (highway); Heavy duty repairman and/or welder; Ken-seal; Loader (up to and including 2 1/2 cu. yds.); Mechanical trench shield; Mixermobile; Push cats; Road oil mixing machine (wood-mixer and other similar pugmill equipment); Rubber-tired earth-moving equipment (up to and including 35 cu. yds."struck" M.R.C. Euclid, T-pulls, DW's 10, 20, 21, and similar); Self-propelled compactor with dozer; Hyster 450 or cat 825 or similar; Sheepfoot; Small tractor (with boom); Soil stabilizer (P & H or equal); Timber skidder (rubber-tired and/or similar equipment); Tractor-drawn scraper; Tractor; Tractor-mounted compressor drill combination; Trenching machine (over 3 feet depth); Tri-batch paver; Tunnel badger or tunnel boring machine; Tunnel mole boring machine; Vermeer T-600b rock cutter.

GROUP 9: Chicago boom; Combination backhoe and loader (up to and including 3/8 yard); Combination mixer and compressor (gunite);

Lull hi-lift (20 feet or over); Mucking machine; Sub-grader (gurries or other types); Tractor (with boom) (D6 or larger); Track-laying-type earthmoving machine (single engine with tandem scrapers).
GROUP 10: Boom-type backfillng machine; Bridge crane; Carylift or similar; Chemical grouting machine; Derricks (two (2) Group 10 operators required when swing engine remote from hoist); Derrick barges (except excavation work); Euclid loader and similar types; Heavy-Duty rotary drill rigs; Lift-slab (vagtborg and similar types); Loader (over 2 1/2 cu yds. up to and including 4 cu. yds); Locomotive (over 100 tons) (single or multiple units); Multiple-Engine earth-moving machines (euclid, dozers, etc.); Pre-stress wire-wrapping machine; Rubber-tried scraper, self-loading; Single-engine scraper (over 35 cu. yds); Shuttle car (reclaim station); Train loading station; Trenching machine multi-engine with sloping attachment (jefco or similar); Vacuum cooling plant; Whirley crane (up to and including 25 tons).
GROUP 10A: Backhoe (up to and including 1 cu. yd hydraulic); Backhoe (up to and including 1 cu. yd. cable); CMI dual lane auto -grader SP30 or similar; Cranes (not over twenty five (25) tons (hammerhead and gantry); Finish Blade; Gradalls (up to and in-cluding 1 cu. yd); Motor patrol; Power shovels, Clamshells, Draglines, Cranes (up to and including 1 cu. yd.); Rubber-tried scraper, self-loading (twin-engine); Self-propelled boom-type lifting device (center mount) (over 10 tons up to and including 25 tons).
GROUP 11: Automatic asphalt or concrete slip-form paver; Automatic railroad car dumper; Canal trimmer; Cary lift, campbell or similar; Cranes (over 25 tons); Euclid loader when controled from the pullcat; Highline cableway operator; Loader (over 4 cu yds. up to and including 12 cu. yds.); Multi-Engine earthmoving equipment (up to and including 75 cu. yds. "struck M.R.C); Multi ple Engine Scrapers (when used to push pull); Power shovels, Clam-shells, Draglines, Backhoes, Gradealls (over 1 cu. yd. and up to and including 7 cu. yds. M.R.C.); Self-propelled Boom type lifting device (over 25 tons M.R.C.); Self-propelled Compactor (with multiplepropulsion power units); Single-engine rubber-tried earthmoving machine (with tandem scraper); Slip-form paver (concrete or asphalt)(one (1) Operator and two (2) screedman); Tandem cats and scrapers; Tower crane mobile (including rail-mounted); Truck-mounted hydraulic crane when remote-control equipped (over 10 tons up to and including 25 tons); Universal Liebher and tower cranes (and similar types)(in the erection, dismantling and moving of equipment there shall be an additional operating engineer at group 8 rates); Wheel excavator (up to and including 750 cu. yds. per hour); Whirley cranes (over 25 tons).
GROUP 11A: Band wagons (in conjuction with wheel excavators); Operator of helicopter (when used in construction work); Loaders (over 12 cu. yds.); Multi-engine earthmoving equimpent (over 75 cu. yds. "struck" M.R.C.); Power shovels, Clamshells, Draglines, Backhoes and Gradalls (over 7 cu. yds. M.R.C.); Remote-controlled Earthmoving equipment; Wheel excavator (over 750 cu. yds. per hour)(two (2) Group 11A operators required).
GROUP 11B: Holland loader or similar or loader (over 18 cu. yds)

PILEDRIVING CLASSIFICATIONS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clam-shells over 7 cu. yds.; Self propelled boom type lifting device

over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons;
GROUP 2: Truck crane oiler.
GROUP 3: Oiler
GROUP 4: Derrick barge pedestal mounted 45 tons up to and including 100 tons; Clamshells up to and including 7 cu. yds; Self propelled boom type lifting device over 45 tons; Truck crane or crawler, land or barge mounted over 45 tons up to and including 100 tons.
GROUP 5: Truck crane oiler.
GROUP 6: Oiler
GROUP 7: Derrick barge pedestal mounted under 45 tons; self propelled boom type lifting device 45 tons and under; Skid/Scow Piledriver, any tonnage; (any assistance required shall be by an employee covered by this agreement); Truck crane or crawler, land or barge mounted 45 tons and under.
GROUP 8: Truck Crane oiler
GROUP 9: Oiler
GROUP 10: Forklift, 10 tons and over
GROUP 11: No current classification.
GROUP 12: Deck engineer
GROUP 13: No current classification
GROUP 14: Deckhand, Fireman

STEEL ERECTORS AND FABRICATORS

GROUP 1: Cranes, over 100 tons; Derrick over 100 tons, Self-propelled boom type lifting devices over 100 tons.
GROUP 2: Truck crane oiler.
GROUP 3: Oiler
GROUP 4: Cranes, over 45 tons up to and including 100 tons; Derrick 100 tons and under, Self-propelled boom type lifting device, over 45 tons; Tower Crane.
GROUP 5: Truck crane oiler.
GROUP 6: Oiler
GROUP 7: Cranes, 45 tons and under; Self propelled boom type lifting device, 45 tons and under
GROUP 8: Truck crane oiler
GROUP 9: Hydraulic
GROUP 10: Oiler
GROUP 11: Chicago boom; Forklift, 10 tons and over; Heavy Duty Repairman/Welder.
GROUP 12: Boom cat

AREA DEFININITIONS AND PAY RATES

AREA 1:
ALL AREA FALLING WITHIN 50 ROAD MILES OF EITHER THE CARSON CITY COURTHOUSE OR THE WASHOE COUNTY COURHOUSE SHALL BE CONSIDERED FREE AREA.
AREA 2:
ALL WORK FALLING BETWEEN 50 AND 150 ROAD MILES OF THE WASHOE COUNTY COURTHOUSE SHALL BE COMPUTED AT AN ADDITIONAL $1.50 PER HOUR ABOVE THE BASE RATE.
AREA 3:
ALL WORK FALLING BETWEEN 150 AND 300 ROAD MILES OF THE WASHOE COUNTY COURTHOUSE SHALL BE COMPUTED AT AN ADDITIONAL $2.00 PER HOUR ABOVE THE BASE RATE.
AREA 4:
ANY WORK PERFORMED IN EXCESS OF 300 ROAD MILES OF THE WASHOE COURTHOUSE SHALL BE COMPUTED AT AN ADDITIONAL $3.00 PER HOUR

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 ABOVE THE BASE RATE.
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     ENGI9993K  07/01/1997
                                        Rates           Fringes
CHURCHILL, DOUGLAS, ELKO, EUREKA, HUMBOLDT, LANDER, LYON,
MINERAL, PERSHING, STOREY, WASHOE, WHITE PINE AND CARSON
CITY
        HYDRAULIC SUCTION & CLAMSHELL & DIPPER DREDGE
GROUP 1:
  Area 1                                31.04           11.89
  Area 2                                33.04           11.89
GROUP 2:
  Area 1                                26.08           11.89
  Area 2                                28.08           11.89
GROUP 3:
  Area 1                                24.96           11.89
  Area 2                                26.96           11.89
                  DREDGING CLASSIFICATIONS
GROUP 1:
 Day Mate (Captain); Leverman/Operator
GROUP 2:
 Booster Pump Operator, Deck Engineer, Deck Mate, Dredge Dozer;
 Dredge Tender; Heavy Duty Repairman; Watch Engineer; Winchman
GROUP 3:
 Bargeman; Deckhand; Fireman; Leveehand; Oiler
                     AREA DEFININITIONS
AREA 1:
 ALL AREA FALLING WITHIN 50 ROAD MILES OF EITHER THE CARSON CITY
 COURTHOUSE OR THE WASHOE COUNTY COURHOUSE SHALL BE CONSIDERED
 FREE AREA.
AREA 2:
 ALL WORK FALLING BETWEEN 50 AND 150 ROAD MILES OF THE WASHOE
 COUNTY COURTHOUSE.
AREA 3:
 ALL WORK FALLING BETWEEN 150 AND 300 ROAD MILES OF THE WASHOE
 COUNTY COURTHOUSE.
AREA 4:
 ANY WORK PERFORMED IN EXCESS OF 300 ROAD MILES OF THE WASHOE
 COURTHOUSE.
-----------------------------------------------------------------
     IRON0027J  07/01/1999
                                        Rates           Fringes
ELKO, EUREKA, AND WHITE PINE COUNTIES
IRON WORKERS:
 Fence Erectors: Machinery Movers
   Ornamental: Reinforcing. Rigger
   Structural                           21.17           7.21
-----------------------------------------------------------------
     IRON0155B  07/01/1999
                                        Rates           Fringes
CHURCHILL, CLARK, DOUGLAS, ESMERALDA, HUMBOLDT, LANDER, LINCOLN,
LYON, MINERAL, NYE, PERSHING, STOREY, WASHOE, AND WHITE PINE
COUNTIES
IRONWORKERS:
  STRUCTURAL, ORNAMENTAL
  AND REINFORCING                       24.18           13.83
  FENCE ERECTORS (Excluding
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   Clark County)                      23.29          13.83
-----------------------------------------------------------------
     LABO0169F  10/01/1999
                                      Rates          Fringes
CHURCHILL, DOUGLAS, ELKO, EUREKA, HUMBOLDT, LANDER, LYON,
MINERAL, PERSHING, STOREY, WASHOE, WHITE PINE, CARSON CITY
 Group 1                              18.35          4.62
 Group 1-A                            15.48          4.62
 Group 2                              18.45          4.62
 Group 3                              18.60          4.62
 Group 4                              18.85          4.62
 Group 5                              19.15          4.62
 Group 6                              19.15          4.62
 Group 7                              18.85          4.62
 Group 8                              18.50          4.62
 Group 9                              13.19          4.62
   From the Washoe County Courthouse
   50 Miles to 150 Miles - add $1.50 per hour to wage rates
   150 Miles to 300 Miles - $2.00 per hour to wage rates
   Over 300 Miles - add $3.00 per hour to wage rates
                     CLASSIFICATIONS
GROUP 1: All cleanup work of debris, grounds and building
including windows and tile; dump or spotter (other than asphalt);
general laborers; limber, brushloader and piler
GROUP 1-A:  Flagmen
GROUP 2:  Choker setter or rigger (clearing work only);
Pittsburgh chipper and similar type brush shredders; concrete
worker (wet or dry) all concrete work not listed in Group 3;
crusher or grizzle tender; Guinea chaser (stake); panel forms
(wood or metal) handling, cleaning and stripping of; loading and
unloading of all rods and materials for reinforcing concrete;
railroad track (builders); sloper; semi-skilled wrecker
(salvaging of building materials other than those listed in Group
3).
GROUP 3:  Asphalt workers (ironers, shoveler, cutting machine);
buggymobile; chainsaw, faller, logloader and bucker; compactor
(all types); concrete mixer, under 1/2 yd.; concrete pan work
(breadpan type) (handling, cleaning, stripping); concrete saw,
chipping, grinding, sanding, vibrator; cribbing, shoring,
lagging, trench jacking, hand-guided lagging hammer; curbing or
divider machine; curb setter (precast or cut); Ditching machine
(hand-guided); driller's tender, chuck tender; form raiser, slip
forms; grouting of concrete walls, windows and door jams;
headerboard; jackhammer, pavement breaker, air spade; mastic
worker (wet or dry); pipe wrapper, kettle, pot, and workers
applying asphalt, Creosote and similar type materials; all power
tools (air, gas or electric); post driver; riprap stonepaver and
rock slinger, including placing of sack concrete, wet or dry;
roto tiller; rigging and signaling in connection with
laborers work, sandblaster, pot men; vibrascreed; skilled wrecker
(removing and salvaging of sash windows, doors, plumbing and
electrical; fixtures)
GROUP 4:  Burning and welding in connection with laborers' work;
joy drill model TWM-2A, gardener denver model DN 143 and similar
type drills; track drillers, diamond core drillers, wagon
drillers, mechanical drillers on multiple units; high scalers;
concrete pump; heavy duty vibrator with stinger 5" diameter or
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over; pipelayer, caulker and bander; pipelayer - waterline, sewerline, gasline, conduit; asphalt rakers
GROUP 5: Blaster and powder, all work of loading, placing and blasting of all powder and explosive of any type, regardless of method used used for such loading and placing; asbestos removal; lead abatement, hazardous waste and material removal.
GROUP 6: Nozzlemen, Rodman
GROUP 7: Gunmen, Materialmen
GROUP 8: Reboundmen
GROUP 9: Landscaper

LABO0872D 07/01/1999

	Rates	Fringes
CLARK, ESMERALDA, AND LINCOLN COUNTIES; NYE COUNTY (South half, including Highway #6)		
LABORERS:		
Group 1	21.33	6.46
Group 2	21.54	6.46
Group 3	21.64	6.46
Group 4	21.73	6.46
Group 5	21.83	6.46
Group 6	21.64	6.46
Group 7	18.33	6.46

30 - 50 Miles From City Hall, Las Vegas $1.50 above the base rate.

50 - 70 Miles From City Hall, Las Vegas $2.50 above the base rate.

Over 70 Miles From City Hall, Las Vegas $3.00 above the base rate.

Laughlin Area $2.25 above the base rate.

LABORER CLASSIFICATIONS

Group 1: Dry Packing of concrete and filling of form-bolt holes; fine grader, highway and street paving, airport runaways and similar type heavy construction; gas and oil pipeline laborer; guinea chaser; laborer, general; construction or demolition laborer; packing rod steel and pans; laborers; temporary water lines (portable type); landscape gardener and nursery worker (must have knowledge of plant materials and how to plant them lay out plant arrangements to-follow the landscape plan); tarman and mortarman; kettleman; potman and worker applying asphalt lay-kold creosote, lime and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); underground laborer, including caisson bellowers; window cleaner; scafford erector - (excludes tenders); fence erector - chain link; mortarless, barrier wall and/or retaining walls; mechanical stabilized earth wall; landscape decorative rock installer - ponds, water fall etc.; material handler - (incidental to trade).

Group 2: Asphalt raker, ironer, spreader, Luteman, buggymobile man; cement dumper (on 1 yard or larger mixers and handling bulk cement); cesspool digger and installer; chucktender (except tunnels); concrete core cutter; concrete curer, impervious membrane and oiler of all materials; concrete saw, excluding tractor type, cutting, scoring old or new concrete; gas and oil pipeline wrapper, pot tender and form; making and caulking of all non metallic pipe joints; operators and tenders of pneumatic and electric tools, vibrating machines, hand-propelled trenching machines, impact wrench, multiplate and similar mechanical tools not separately classified herein; operator of cement grinding machine; riprap stonepaver; roto-scraper; sandblaster (pot tender); scaler; septic tank digger and installer; tank scaler and cleaner; tree climber, faller, chain saw operator, pittsburgh chipper and similar type brush shredders

Group 3: Cutting torch operator; gas and oil pipeline wrapper; gas and oil pipeline laborer, certified; jackhammer and/or pavement breaker, laying of all non-metallic pipe, including landscape sprinklers, sewerpipe, drain pipe, and underground tile; mudcutter; concrete vibrator, all sizes; rock slinger; scaler (using Bos'n chair or safety belt or power tools); forklift (incidental to trade) a journeyman shall hold OSHA certification at time of referral.

Group 4: Cribber or shorer, lagging, sheeting, trenching bracing hand guided lagging hammer; head rock slinger; powder - blaster, 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; sandblaster (nozzle operator); steel headerboard

Group 5: Driller (core, diamond or wagon); joy driller model TW-M-2a, Gardener-Denver Model DH 143 and similar type drills (in accordance with memorandum of understanding between laborers and operating engineers dated Miami, Florida, February 3, 1954); Gas and oil pipeline fusion; gas and oil pipeline wrappers, 6" pipe and over-

Group 6: Environmental specialist (asbestos abatement, lead abatement, Hazardous waste abatement, petro-chemical abate

ment, radiation remediation.

Group 7: Flag and Signal Person

LABO0872I 07/01/1999

	Rates	Fringes
CLARK, ESMERALDA, AND LINCOLN COUNTIES; NYE COUNTY (South half, including Highway #6)		
LABORERS:		
MINER AND BULLGANG		
Group 1	23.07	7.48
Group 2	22.57	7.48

Group 3	22.32	7.48
Group 4	22.93	7.48
Group 5	22.57	7.48

30 - 50 Miles From City Hall, Las Vegas $1.50 above the base rate.

50 - 70 Miles From City Hall, Las Vegas $2.50 above the base rate.

Over 70 Miles From City Hall, Las Vegas $3.00 above the base rate.

Laughlin Area $2.25 above the base rate.

CLASSIFICATIONS

Group 1: Shaft, Raise, Stope Miner

Group 2: Miner - Tunnel (Hardrock)

Group 3: BullGang, Mucker, Trackman

Group 4: Miner - Welder

Group 5: Pipe Jacking, Micro-Tunneling, Tunnel Boring Machine

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PAIN0159F 07/01/1999

CLARK, ESMERALDA, LINCOLN AND NYE COUNTIES

PAINTERS:	Rates	Fringes
Brush, Roller, Paperhangers, Spray, Sandblasters, Pot Tender, Nozzleman, Tapers, Marbleizing, Metal Leafing		
Sign Painters, Acid Staining, Graining and Buffing	24.27	5.05
Structural Steel Paint and Sandblasting, Buffing Steel	24.62	5.05
Special Coating	25.27	5.05
Steeplejack	26.02	5.05

PAIN0567E 10/01/1999

CARSON CITY, CHURCHILL, DOUGLAS, ELKO, EUREKA, HUMBOLDT, LANDER, LYON, MINERAL, PERSHING, STOREY, WASHOE AND WHITE PINE COUNTIES

PAINTERS:	Rates	Fringes
Brush and Roller	20.03	4.36
Spray; Paperhangers; and Sandblaster; Special Coatings		

```
5   Application - Brush                 20.78           4.36
6  Structural Steel (not to in-
7   clude stairways, tube steel,
8   Q-decks & trust joints worked
9   off powered lift in enclosed
0   building); Steeplejack Brush/
1   Spray over 40 feet with open
2   space below; Special Coatings
3   Application - Spray                 21.03           4.36
4  Special Coatings Application -
5   Spray Steel                         21.28           4.36
6  Drywall Taper                        21.28           4.36
7   Steeplejack - Taper, over
8    40 ft. with open space             22.18           4.36
9 ----------------------------------------------------------------
0
1      PLAS0241G  10/01/1997
2                                       Rates           Fringes
3 CHURCHILL, DOUGLAS, ELKO, ESMERALDA, EUREKA, HUMBOLDT, LANDER,
4 LYON, MINERAL, PERSHING, STOREY, WASHOE, AND WHITE PINE COUNTIES
5
6 CEMENT MASONS
7  Cement Masons                        17.02           7.10
8
9  Mastic. magesite and all
0   composition masons                  17.27           7.10
1 ----------------------------------------------------------------
2
3      PLAS0797G  07/01/1999
4                                       Rates           Fringes
5 CLARK, ESMERALDA, LINCOLN AND NYE COUNTIES
6
7 CEMENT MASONS:
8
9  0 to 30 Miles from City
0   Hall in Las Vegas                   24.23           6.55
1
2  30 to 50 Miles from City
3   Hall in Las Vegas                   25.73           6.55
4
5  50 to 70 Miles from City
6   Hall in Las Vegas                   26.73           6.55
7
8  Over 70 Miles from City
9   Hall in Las Vegas                   27.73           6.55
0 ----------------------------------------------------------------
1
2      PLUM0350G  08/01/1999
3                                       Rates           Fringes
4 CHURCHILL, DOUGLAS, ELKO, EUREKA, HUMBOLDT, LANDER, LYON,
5 MINERAL, PERSHING, STOREY, WASHOE, WHITE PINE, CARSON CITY
6 COUNTIES, and NYE COUNTY (North of Hwy. #6 including the City of
7 Tonopah)
8
9 PLUMBERS & PIPEFITTERS               22.95           9.95
0 ----------------------------------------------------------------
1
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     PLUM0525G  06/01/1999
                                       Rates           Fringes
CLARK, ESMERALDA AND LINCOLN, COUNTIES; NYE COUNTY (South of Hwy.
#6 including the City of Tonopah)

PLUMBERS & PIPEFITTERS                 28.85           8.82
----------------------------------------------------------------

     ROOF0162D  03/01/1999
                                       Rates           Fringes
ROOFERS                                17.78           3.17
----------------------------------------------------------------

     SHEE0026C  07/01/1998
                                       Rates           Fringes
CHURCHILL,  DOUGLAS, ELKO, EUREKA, HUMBOLDT, LANDER, LYON,
MINERAL,  PERSHING, STOREY, WASHOE, CARSON CITY AND NYE COUNTY
(North of the First Standard Parallel Line north of the 38th
Parallel)

SHEET METAL WORKERS                    23.93           7.97
----------------------------------------------------------------

     SHEE0088H  01/01/1999
                                       Rates           Fringes
CLARK, ESMERALDA, AND LINCOLN COUNTIES; NYE COUNTY (South of the
First Standard Parallel Line north of the 38th Parallel); WHITE
PINE COUNTY

SHEET METAL WORKERS                    29.58           7.69
----------------------------------------------------------------

     TEAM0533A  01/01/1998
                                       Rates           Fringes

REMAINING COUNTIES AND NYE COUNTY (North of and including

highwAY #6)

TRUCK DRIVERS

All dump trucks (Single or
 multiple dump units including
 Semi's and Double and Transfer
 units:

Under 4 yards (water level)
4 yards and under 8 yards
(water level)                          16.62           7.40

3 yards & under 18 yards
(water level)                          16.84           7.40

3 yards & under 25 yards
(water level)                          17.05           7.40

25 yards & under 60 yards
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(water level)	17.64	7.40
60 yards & under 75 yards (water level)	19.08	7.40
75 yards & under 100 yards (water level)	19.82	7.40
100 yards & over (water level)	20.50	7.40
150 yards & under 250 yards	22.50	7.40
250 yards & under 350 yards	25.50	7.40
Over 350 yards	27.00	7.40

(Men regularly employed underground on tunnel work shall be paid forty-five ($.45) cents per hour for such work, provided that such employment underground on tunnel work continues for one (1) or more hours)

Bulk cement spreader (with or with or without Auger) Use dump truck scales.

Bootman (a bootman when employed on such equipment shall receive the rate specified for the classification of road oil trucks or bootman).

Transit Mix, Manufactures Rating:

Under 8 yards	17.05	7.40
8 yards & including 12 yards	17.16	7.40
Over 12 yards	17.38	7.40

Transit Mix with boom shall receive $.12-1/2 cents per hour above the appropriate yardage classification rate of pay when such boom is used.

Water Trucks:

Up to 2,500 gallons	16.84	7.40
2,500 gallons & over	17.05	7.40

Jetting truck (use appropriate water truck rate.

DW20's and 21's and other similar cat type, Terra cobra, Le Tourneau pulls, Tournerocker, Euclid and similar type equipment when pulling Aqua/pak, Water tank trailers and fuel and/or Grease Tank trailer or other miscellaneous trailers (except as definded under dump trucks.	17.33	7.40
Heavy Duty Transport (High bed)	17.22	7.40
Heavy Duty Transport (Gooseneck Low Bed)	17.22	7.40
Tiltbed or Flatbed Pull Trailers	17.22	7.40
Bootman, combination bootman and road oiler	17.11	7.40
Flat Rack (2 or 3 axle unit)	14.94	7.40
Bus and Manhaul drivers:		
Up to 18,000 lbs. (single unit)	16.67	7.40
18,000 lbs & over (single unit)	16.78	7.40
Helicopter Pilot (when transporting men or materials)	30.66	7.40
Industrial Lift truck (use appropriate flat rack rate (mechanical tailgate)		
Lift Jitneys & Fork Lift	16.89	7.40
Winch Truck & "A" Frame Drivers:		
Under 18,000 lbs.	16.78	7.40
18,000 lbs. & over	16.89	7.40
Warehouse Spotters	16.23	7.40
Teamsters Warehouse Clerk	16.84	7.40
Tire Repairman	16.55	7.40
Truck Repairman	17.05	7.40
Pick-up Truck & Pilot Cars (Job Site)	14.74	7.40
Pick-up Truck & Pilot Car (over the road)	16.73	7.40
Truck Oil and Greaser	16.78	7.40

Fuel Truck Driver	16.78	7.40
Fuel Man & Fuel Island Man	16.78	7.40

When on grease and fuel truck, an Engineer Oil and Teamster Oil, work interchangeable servicing trucks and other equipment, The wage rate shall be identical.

AREA 1: All that area falling within fifty (50) road miles of either the Carson City or Washoe County Courthouse shall be considerer a free area.

AREA 2: All work falling between fifty (50) and (150) road miles of the Washoe County Courthouse shall be computed at and additional $1.50 per hour.

AREA 3: All work falling between one hundred and fifty (150) and three hundred (300) road miles of the Washoe County Courthouse shall be computed at additional $2.00 per hour.

AREA 4: Any work performed in excess of three hundred (300) road miles of the Washoe County Courthouse shall be computed at $3.00 per hour.

TEAM0631A 07/01/1999

CLARK, ESMERALDA, LINCOLN COUNTIES AND NYE COUNTY (South of and excluding Highway #6)

TRUCK DRIVERS:

	Rates	Fringes
GROUP 1:	21.35	7.12
GROUP 2:	21.46	7.12
GROUP 3:	21.67	7.12
GROUP 4:	21.85	7.12
GROUP 5:	22.00	7.12
GROUP 6:	22.35	7.12

30 - 50 Miles from City Hall, Las Vegas $1.00 above the base rate.
50 - 70 Miles from City Hall, Las Vegas $2.00 above the base rate.
70 - 80 Miles from City Hall, Las Vegas $3.00 above the base rate.
Over 80 Miles from City Hall, Las Vegas $3.50 above the base rate.
Laughlin and Mesquite Areas, $3.00 above the base rate.

Group 1: Dump trucks (less than 12 yards water level); trucks (legal payload capacity less than 15 tons); water and fuel trucks (under 2500 gallons); pickups; service; drivers of busses (on jobsite used for transportation of up to 25 passengers); teamster equipment (highest rate for dual craft operation); working flat rack driver.

Group 2: Dump trucks (12 yards but less than 16 yards water level); trucks (legal payload capacity between 15 and 20 tons); transit mix trucks (under 3 yds.; dumpcrete trucks (less than 6-1/2 yds. water level); gas and oil pipeline working truck drivers; including winch truck and all sizes of trucks; water and fuel truck drivers (2,500 gallon to 4,000 gallon); truck greaser; drivers of busses (on jobsite used for transportation of more than twenty-five (25) passengers); warehouse clerk.

Group 3: Dump trucks (16 yds. up to and including 22 yds. water level); driver of trucks (legal payload cap. 20 tons but less than 30 tons); dumpster trucks; drivers of transit-mix trucks (3 yds. but less than 6 yds.); dumpcrete trucks (6-1/2 yds. water level and over); fork lift driver; ross carrier driver; highway water and fuel drivers (4,000 gallons but less than 6,000 gallons); stock room clerk; tireman.

Group 4: Transit-mix trucks (6 yds. or more); dump trucks (over 22 yds. water level); trucks (legal payload capacity 30 tons and over); fuel and water trucks (6,000 gallons and over).

Group 5: Drivers of trucks and trailers in combination

(seven axles or more).

Group 6: All offroad equipment; truck repairmen and drivers of road oil spreader trucks; D.W. 10 and D.W. 20 euclid-type equipment, letourneau pulls, terra cobras and similar types of equipment; also PB and similar-type trucks when performing work within Teamsters' jurisidiction, regardless of types of attachment inlcuding power unit pulling off highway belly dumps in tandem.

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

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

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

BRS Document Viewer
General Decision Number UT000006

General Decision Number UT000006
Superseded General Decision No. UT990006
State: Utah Construction Type:
BUILDING
County(ies):
UTAH BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	02/11/2000

COUNTY(ies):
UTAH ASBE0069C 08/01/1995

	Rates	Fringes
ASBESTOS WORKERS (Both the Insulation and Abatement involving Mechanical Surfaces)	19.64	6.30

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

BOIL0182D 10/01/1994

	Rates	Fringes
BOILERMAKERS	18.48	8.39

CARP0184F 07/01/1997

	Rates	Fringes
CARPENTERS (Including Acoustical Ceiling Installation and Drywall hanging)	16.25	3.61

CARP2834C 10/01/1998

	Rates	Fringes
MILLWRIGHTS	20.82	4.28

ELEC0354H 12/01/1999

	Rates	Fringes
ELECTRICIANS (Includes Low Voltage and Fiberoptic Work)	21.95	4.2%+5.37

IRON0027F 07/01/1999

	Rates	Fringes
IRONWORKERS	17.92	7.21

PAIN0077B 03/01/1995

	Rates	Fringes
PAINTERS (Brush, Roller & Spray)	13.95	1.82

PLAS0568A 05/16/1994

	Rates	Fringes

CEMENT MASONS	12.85	2.30

PLUM0019D 01/01/1999

	Rates	Fringes
PLUMBERS & PIPEFITTERS (including HVAC duct work)	21.08	5.58

SHEE0312F 01/01/1997

	Rates	Fringes
SHEET METAL WORKERS (Including Architect/Roofing and HVAC Duct Work)	19.61	5.11

SUUT1007A 05/17/1993

	Rates	Fringes
LABORER, Common	7.91	1.93

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

==========

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

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

BRS Document Viewer
General Decision Number UT000007

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 General Decision Number UT000007
 Superseded General Decision No. UT990007
 State: Utah   Construction Type:
 BUILDING
 County(ies):
 SALT LAKE
 BUILDING CONSTRUCTION PROJECTS (does not include residential
 construction consisting of single family homes and apartments
 up to and including 4 stories).
 Modification Number     Publication Date
            0             02/11/2000
COUNTY(ies):
SALT LAKE
 ASBE0069B  08/01/1995
                                   Rates           Fringes
ASBESTOS WORKERS/INSULATORS
 AND ABATEMENT                        19.64           6.30
SCOPE OF WORK:
 Includes Application and Abatement of all Insulating Materials,
 Protective Coverings, Coatings, Finishings and Abatement to all
 types of Mechanical systems.
-----------------------------------------------------------------
     BOIL0092D  04/01/1997
                                      Rates           Fringes
BOILERMAKERS                          20.59           9.01
-----------------------------------------------------------------
     CARP0184B  07/01/1997
                                      Rates           Fringes
CARPENTERS (Includes
 Acoustical, Drywall
 Hanging and Batt
 Insulation                           16.25           3.61
-----------------------------------------------------------------
     CARP2834C  10/01/1998
                                      Rates           Fringes
MILLWRIGHTS                           20.82           4.28
-----------------------------------------------------------------
     ELEC0354F  12/01/1999
                                      Rates           Fringes
 ELECTRICIANS (Includes
  Low Voltage and Fiber
  optic Work                          21.95           5.37+4.2%
-----------------------------------------------------------------
     IRON0027K  07/01/1999
                                      Rates           Fringes
IRONWORKERS:
 Ornamental, Structural
  and Reinforcing                     17.92           7.21
-----------------------------------------------------------------
     LABO0295E  07/01/1999
                                      Rates           Fringes
LABORER, Common                       15.03           2.34
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----------------------------------------------------------------
     PAIN0077B  03/01/1995
                                       Rates           Fringes
PAINTERS
 (Brush, Roller & Spray)               13.95           1.82
----------------------------------------------------------------
     PLAS0568A  05/16/1994
                                       Rates           Fringes
CEMENT MASONS                          12.85           2.30
----------------------------------------------------------------
     PLUM0019E  01/01/1999
                                       Rates           Fringes
PLUMBERS; PIPEFITTERS
 (Including HVAC)                      21.08           5.58
----------------------------------------------------------------
     SFUT0669A  04/01/1999
                                       Rates           Fringes
SPRINKLER FITTERS                      21.70           6.40
----------------------------------------------------------------
     SHEE0312E  01/01/1997
                                       Rates           Fringes
SHEET METAL WORKERS (Includes
 HVAC Work and Architect/
 Roofing                               19.61           5.11
----------------------------------------------------------------
     SUUT1004A  07/12/1994
                                       Rates           Fringes
POWER EQUIPMENT OPERATORS:
 Backhoe                               12.09
ROOFERS                                12.75
----------------------------------------------------------------
WELDERS - Receive rate prescribed for craft performing operation
          to which welding is incidental.
================================================================
Unlisted classifications needed for work not included within the
scope of the classifications listed may be added after award only
as provided in the labor standards contract clauses (29 CFR?5.5(a
                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
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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

BRS Document Viewer
General Decision Number UT000034

General Decision Number UT000034
Superseded General Decision No. UT990034
State: Utah Construction Type:
BUILDING
County(ies):
WEBER
BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	02/11/2000

COUNTY(ies):
WEBER

ASBE0069C 08/01/1995

	Rates	Fringes
ASBESTOS WORKERS (Both the Insulation and Abatement involving Mechanical Surfaces)	19.64	6.30

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

BOIL0182D 10/01/1994

	Rates	Fringes
BOILERMAKERS	18.48	8.39

CARP2834C 10/01/1998

	Rates	Fringes
MILLWRIGHTS	20.82	4.28

ELEC0354I 12/01/1999

	Rates	Fringes
ELECTRICIANS	21.95	4.2%+5.37

IRON0027F 07/01/1999

	Rates	Fringes
IRONWORKERS	17.92	7.21

LABO0295F 07/01/1999

	Rates	Fringes
LABORERS:		
Skilled	15.03	2.34

PLUM0019D 01/01/1999

	Rates	Fringes
PLUMBERS & PIPEFITTERS (including HVAC work)	21.08	5.58

SFUT0669A 04/01/1999

	Rates	Fringes
SPRINKLER FITTERS	21.70	6.40

SHEE0312F 01/01/1997

	Rates	Fringes
SHEET METAL WORKERS (Including Architect/Roofing and HVAC Duct Work)	19.61	5.11

SUUT1006A 09/07/1994

	Rates	Fringes
CARPENTERS (including drywall hanging)	12.68	2.85
CEMENT MASONS	12.95	2.50
POWER EQUIPMENT OPERATORS:		
Backhoe	10.00	
Crane	15.00	

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

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