

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE J	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 02 April 2002	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. ARMY ENGINEER DISTRICT, ALBUQUERQUE CORPS OF ENGINEERS 4101 JEFFERSON PLAZA, N.E. ALBUQUERQUE, NEW MEXICO 87109-3435	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(√) 9A. AMENDMENT OF SOLICITATION NO. DACA47-02-R-0004	9B. DATED (SEE ITEM 11) 05 February 2002
CODE		10A. MODIFICATION OF CONTRACTS/ORDER NO.	
FACILITY CODE		10B. DATED (SEE ITEM 13)	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

PROJECT: TWO PHASE DESIGN/BUILD, TELESCOPE ATMOSPHERE COMPENSATION LABORATORY, KIRTLAND AIR FORCE BASE, NEW MEXICO

1. This is Amendment No. 1 to Solicitation No. DACA47-02-R-0004; 05 February 2002. The following revisions shall be incorporated into the specifications and drawings. All other provisions shall remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	

2. SOLICITATION, OFFER, AND AWARD, Standard Form 1442:

a. In Block 10 add the following information: "The pre-proposal conference and site visit for Phase Two will be held at 9:00 a.m. on April 17, 2002, in the main auditorium of Building 20604. Contractors are required to provide a list of personnel who will be attending the conference to the PM, Kent Heyne, at e-mail kent.s.heyne@spa02.usace.army.mil, by close of business April 12, 2002. Contractors are to enter the Wyoming gate only and will be escorted to the conference. Contractors are required to have proof of auto insurance with picture identification to enter the Base."

b. In Block 13A, change the date for receipt of proposal for Phase Two from "3/7/02" to "5/16/02".

3. WAGE RATES: Delete General Decision Number NM010001, Modification Number 8, in its entirety and replace with General Decision Number NM020001, Modification Number 0, attached hereto.

4. SECTION 00700, CONTRACT CLAUSES:

a. On page 118 of 174, delete Clause "52.225-11 Buy American Act--Balance of Payments Program--Construction Materials Under Trade Agreements (Dec 2001)" in its entirety and replace with Clause "52.225-11 Buy American Act--Balance of Payments Program--Construction Materials Under Trade Agreements (Feb 2002)", attached hereto.

b. On page 133 of 174, delete Clause "52.232-26 Prompt Payment for Fixed-Price Architect-Engineer Contracts (May 2001)" in its entirety and replace with Clause "52.232-26 Prompt Payment for Fixed-Price Architect-Engineer Contracts (Feb 2002)", attached hereto.

c. On page 136 of 174, delete Clause "52.232-27 Prompt Payment for Construction Contracts (May 2001)" in its entirety and replace with Clause "52.232-27 Prompt Payment for Construction Contracts (Feb 2002)", attached hereto.

5. SPECIFICATIONS: Delete the following listed pages and substitute the pages attached hereto. On the revised pages, for convenience, changes are emphasized by the amendment number in parentheses before and after changes from the previous issue. All portions of the revised (or new) pages shall apply whether or not changes have been indicated.

Delete Page

Insert Page

Volume 1 of 3

Section 00110, page 23 of 174
Section 00110, page 25 of 174
Section 00110, page 26 of 174
Section 00120, page 40 of 174

Section 00110, page 23 of 174
Section 00110, page 25 of 174
Section 00110, page 26 of 174
Section 00120, page 40 of 174

5. (Continued)

Delete Page

Insert Page

Volume 3 of 3

Appendix K, Page 3

Appendix K, Page 3

6. DRAWING CHANGES: The following drawings have been revised and the sequence number changed to indicate such revision: 0.1, 1.1, 2.1 and 9.1.

////////LAST ITEM////////

**SECTION 00650
WAGE RATES**

General Decision Number **NM020001**

Superseded General Decision No. NM010001

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 electrical 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 03/01/2002

COUNTY(ies):

STATEWIDE

ASBE0066D 07/17/2001

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
systems and asbestos removal

17.05

4.86

ASBE0076B	01/01/2002	
	Rates	Fringes
STATEWIDE, EXCLUDING CURRY, HARDING, LEA, QUAY, ROOSEVELT & UNION COUNTIES		
ASBESTOS WORKERS/INSULATORS		
(Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems and asbestos removal)		
	21.72	5.67
LOS ALAMOS COUNTY	23.44	5.67

BOIL0627A	01/01/2001	
	Rates	Fringes
STATEWIDE, EXCLUDING BERNALILLO, CIBOLA, MCKINLEY, RIO ARRIBA, SANDOVAL AND SOCORRO COUNTIES		
BOILERMAKERS		
	19.28	10.89

BRNM0001A	04/01/2001	
	Rates	Fringes
BRICKLAYERS; MARBLE MASONS; STONEMASONS; TILE LAYERS & TERRAZZO WORKERS:		
DONA ANA COUNTY	16.48	3.36
GRANT, LUNE, OTERO & SIERRA COS.	18.98	3.36
HIDALGO COUNTY	20.98	3.36

BRNM0001B	04/01/2001	
	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	20.69	3.43
MARBLE MASONS, TILE LAYERS & TERRAZZO WORKERS	17.90	3.43

CARP0092A	10/01/2001	
	Rates	Fringes
CARPENTERS, LATHERS, & PILEDRIVERMEN		
	19.32	4.29
LIGHT COMMERCIAL CONSTRUCTION**	16.46	2.20
**SEE DEFINITION AT THE END OF TRUCK DRIVERS		

MILLWRIGHTS:		
ZONE I	21.75	4.29
ZONE II	24.00	4.29
BASING POINTS FOR MILLWRIGHTS ONLY FROM ALBUQUERQUE CITY HALL		
ZONE I	0 TO 15 ROAD MILES	
ZONE II	15 TO 35 ROAD MILES	

ELEC0583B	12/01/2001	
	Rates	Fringes
ELECTRICIANS		
Zone I	17.60	4.25%+3.85

Zone II	19.55	4.25%+3.85
CABLE SPLICERS:		
Zone I	17.85	4.25%+3.85
Zone II	19.80	4.25%+3.85

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.

Zone 3 extending up to thirty (30) miles beyond Zone 1, EXCEPT ALBUQUERQUE.

Zone 4 anything beyond thirty (30) miles from Zone 1, EXCEPT ALBUQUERQUE.

ELEC0611C 12/01/2001

	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	22.55	6.81
Cable Splicers	24.81	6.81
Zone 2		
Electricians	24.58	6.81
Cable Splicers	26.84	6.81
Zone 3		
Electricians	25.93	6.81
Cable Splicers	28.19	6.81
Zone 4		
Electricians	28.41	6.81
Cable Splicers	30.67	6.81

Basic Wage Rates

City	Miles From Main Post Office
Albuquerque	40 miles
Belen	12 miles
Carrizozo	12 miles
Clovis	12 miles
Espanola	14 miles
Farmington	6 miles
Gallup	10 miles
Las Vegas	8 miles
Los Lunas	12 miles

Portales	12 miles
Raton	6 miles
Roswell	12 miles
Ruidoso	12 miles
Santa Fe	10 miles
Tucumcari	6 miles

Zone 2 extending up to twenty (20) miles beyond Zone 1, EXCEPT ALBUQUERQUE.

Zone 3 extending up to thirty (30) miles beyond Zone 1, EXCEPT ALBUQUERQUE.

Zone 4 anything beyond thirty (30) miles from Zone 1, EXCEPT ALBUQUERQUE.

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 12/01/2000

	Rates	Fringes
LOS ALAMOS CO.		
ELECTRICIANS	24.78	6.37
CABLE SPLICERS	26.94	6.37

 ELEC0611E 12/01/2000

	Rates	Fringes
EDDY AND LEA COUNTIES:		
ZONE A		
ELECTRICIANS	20.00	6.37
CABLE SPLICERS	21.00	6.37
ZONE B		
ELECTRICIANS	20.45	6.37
CABLE SPLICERS	21.45	6.37
ZONE C		
ELECTRICIANS	20.60	6.37
CABLE SPLICERS	21.60	6.37
ZONE D		
ELECTRICIANS	20.85	6.37
CABLE SPLICERS	21.85	6.37

 ZONE A DISPATCH POINTS

 Artesia - 12 miles
 Carlsbad - 12 miles
 Hobbs - 12 miles
 Lovington - 12 miles

Zone A shall be designated from the Main Post Office of Artesia, Carlsbad, Hobbs and Lovington, **New Mexico**.

Zone B extending up to ten (10) miles beyond Zone A.

Zone C extending up to twenty eight (28) miles beyond Zone A.

Zone D anything beyond twenty-eight (28) miles beyond Zone A.

 ELEC0611I 01/01/2000

	Rates	Fringes
COMMERCIAL LINE WORK (also applies to switching stations adjacent to power plants):		
Eddy and Lea Counties:		
Lineman - Technicians:		
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

 ELECO611Z 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		
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 07/01/2001

	Rates	Fringes
ELEVATOR CONSTRUCTORS:		
MECHANIC	22.885	7.195+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 04/01/2001

	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
HEAVY CONSTRUCTION:		
ZONE 1:		
GROUP I	14.96	3.05
GROUP II	16.35	3.05
GROUP III	16.50	3.05
GROUP IV	16.71	3.05
GROUP V	16.77	3.05
GROUP VI	16.91	3.05
GROUP VII	17.03	3.05
GROUP VIII	18.47	3.05
ZONE 2:		
GROUP I	17.46	3.05
GROUP II	18.85	3.05
GROUP III	19.00	3.05
GROUP IV	19.21	3.05
GROUP V	19.27	3.05
GROUP VI	19.41	3.05
GROUP VII	19.53	3.05
GROUP VIII	20.97	3.05
ZONE 3:		
GROUP I	18.96	3.05
GROUP II	20.35	3.05
GROUP III	20.50	3.05
GROUP IV	20.71	3.05
GROUP V	20.77	3.05
GROUP VI	20.91	3.05
GROUP VII	21.03	3.05
GROUP VIII	22.47	3.05

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, Hydraulic 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 11/01/2001

	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
BUILDING CONSTRUCTION:		
GROUP I	15.65	3.00
GROUP II	17.16	3.00
GROUP III	17.28	3.00
GROUP IV	17.56	3.00
GROUP V	17.69	3.00
GROUP VI	17.83	3.00
GROUP VII	17.93	3.00
GROUP VIII	19.93	3.00

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 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, 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, Oiler with CDL, Concrete Curbing Machine.

GROUP III

Bituminous Distributors, Boilers, Retort & Hot Oil Heaters Concrete Mixers, (1 CY & Over), Concrete Paver-Single Drum, Drilling Equip., Shaft and Tunnel Equipment: Refrigeration, Slusher, Jumbo forms, Trenching Machines (all Types), Pump Crete & Guniting Machines, Slipform Paver, Mechanical Bullfloats, Concrete Slab Spreading Machine, Concrete Slab Finishing Machine, Asphalt Plants, Bituminous Finishing

BUILDING CONSTRUCTION:

GROUP I	12.19	2.40
GROUP II	12.78	2.40
GROUP III	13.50	2.40
GROUP IV	14.97	2.40

LABORER CLASSIFICATIONS

GROUP I: Chainmen, Stakedrivers, Stake Hopper, Heater Tenders, Pick and Shovel Work, Window Cleaning and Clean up, Flagman, Landscaping and Planter, Fence Builder, Guardrail Builder, Unloading of Furniture and Fixtures, Shop Helper. (Chainman and Stakedrivers working solely for an engineering firm are not subject to this agreement.)

GROUP II: Carpenter Tenders, Concrete Workers, Concrete Buggy Operators, Industrial and Plant Laborers, Fire Watch, Swinging Scaffolds Tender, Fine Grader, Form Stripper, Gabian Basket Builders, Rip Rap Stoneman, Drywall, Stocking and Handling, Fly Ash Vacuum Operator, Man Hole Builder, Tool Room Person and Checker on Jobsite.

GROUP III: Electric Air and Gas Operated Power Tools, Asphalt Rakers, Chain Saw Operators, Oxy Gasoline Torch Operators, Cutting Torch Operators or Burner Person, Guniting Men, Fog Machine Operators, Power Buggy Operators, Rodmen, Sandblasters (potmen), Wagon Drill and Diamond Core Driller, Air Track, Drill Operator Hydraulic Core Drill Diamond, Tenders Outside with Pumps under 6", Concrete Burners, Cement Mason Tenders, Plasterers Hodcarriers, Mortar Mixer, Plaster Spreader Operators, Plaster Tenders, Guniting Nozzlemen, Pipelayer, Pumpcrete Nozzlemen, Powdermen Tender Demolition, Grade Checker, Vibrator Operator, Concrete Saw Operators, Stone Mason Tender, Jack Hammer and Chipping Hammer Operator, Green Cutter High Pressure Air and Water on Concrete Blaster, Pipelayer (includes but not limited to water pipe, sewer pipe, drainage pipe, pvc, and all underground tile, pipe), Cast Iron Concrete pipe, unloading, handling, distribution, and installation.

GROUP IV: Asbestos Abatement Laborer, Toxic and Hazardous Waste Removal Laborer, Lead Base Paint Removal Laborer, Laborer/Concrete Specialist, Pest Technician (Licensed by the Bureau of Rodent Management), State Licensed Powder man and, Blaster, Laborers AGC Certified Scaffold Builder Laborer, or Hydromobile Scaffold Builder, Radiation Worker II.

LABO0016C 04/01/2001

	Rates	Fringes
LABORERS:		
HEAVY CONSTRUCTION:		
ZONE 1:		
GROUP I	12.78	2.45
GROUP II	13.50	2.45
ZONE 2:		
GROUP I	15.28	2.45
GROUP II	16.00	2.45
ZONE 3:		
GROUP I	16.78	2.45
GROUP II	17.50	2.45

LABORER CLASSIFICATIONS

GROUP I: Construction and General Laborers, Carpenter Tenders, Concrete Workers, Stakedrivers, Concrete Buggy Operators,

Hand Flagman.

GROUP II: Air and Power Tool Operators, Asphalt Rakers, Chain Saw Operators, Cutting Torch Operators, Demolition, Gunite Rebound Men, Rod and Chainmen, Grade Setters, Power Buggy Operators, Sand Blasters (pot men), Nozzleman, Wagon Core and Diamond Drillers Tenders, Outside Scalers, Fog Machine Operators, Air, Gas, Hydraulic Tool and Electrical Tool Operators, Barco Hammers Cutting Torches, Drill, Diamond and Core Drills, Electric Hammers, Jackhammers, Hydraulic Jacks, Tampers, Air Tampers, Concrete Processing Material, Form-Setters, Airport Runways, Operators of Concrete Saws on Pavement (other than gangsaws) Power Operated Concrete Buggies, Hot Asphalt Labor, Paving Breakers, Cofferdams, Buxtenders, Caissons 8' to 12', Jack-Hammer Operators in Caissons over 12', Labor Applicable to Pipe Coating or Wrapping, Pipe Wrappers, Plant and Yard, Relining Pipe, Hydroliner (a plastic may be used to waterproof), Pipelayer on Underground Bores, Sewer, Monitors, Jeep Holiday Detector Men, Pump Operators, Rakers, Vibrators, Hydro-Boom, Mixer Man, Gunnite Nozzlemen, Shortcrete Operator, Timberman, Timber and Chain Saws, Sand Blasters, Licensed Powdermen, Powdermen and Blasters, Siphons, Signalmen, Grade Checker.

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 1 - FREE ZONE - 0 to 50 miles

ZONE 2 - 50 to 85 miles from reference points. \$2.50 per hour above base wage.

ZONE 3 - over 85 miles from reference points. \$4.00 per hour above base wage.

Workmen employed on work forty (40) or more feet above the ground or above a solid floor, deck, or flat roof shall receive premium pay as follows:

40 to 80 feet - \$0.25 per hour

80 to 120 feet - \$0.50 per hour

120 to 160 feet - \$0.75 per hour

above 160 feet - \$1.00 per hour

SHAFTS, RAISES, MISSILE SILOS, AND ALL OTHER UNDERGROUND WORK (EXCLUDING REPROCESSING PIPE UNDERGROUND):

ZONE 1:

GROUP I	13.40	2.45
GROUP II	13.67	2.45
GROUP III	13.82	2.45
Shifter	14.05	2.45

ZONE 2:

GROUP I	15.90	2.45
GROUP II	16.17	2.45
GROUP III	16.32	2.45
Shifter	16.55	2.45

ZONE 3:

GROUP I	17.40	2.45
GROUP II	17.67	2.45
GROUP III	17.82	2.45
Shifter	18.05	2.45

LABORER CLASSIFICATIONS

GROUP I: Tunnel Workers: Laborers and Hand Muckers Top Landers, Groutmen, Nippers, Trackmen.

GROUP II: Chuck Tenders.

GROUP III: Shaft Workers, Air Tugger Operators, Concrete Workers (including all cement chipping and finishing underground), Drillers, Form Setters and Handlers, Hand Muckers, Miners, Powdermen, Steel Setters, Tunnel Liners, Plate Setters, Reinforcing Steel Setters, all Cutting and Welding incidental to Miners' work, Powdermen and Blasters, Timbermen.

LABO0016D 10/01/2001

	Rates	Fringes
LABORERS:		
HEAVY CONSTRUCTION:		
ZONE 1:		
GROUP I	13.65	2.45
GROUP II	13.90	2.45
GROUP III	14.05	2.45
GROUP IV	14.97	2.45
ZONE 2:		
GROUP I	16.15	2.45
GROUP II	16.40	2.45
GROUP III	16.55	2.45
GROUP IV	17.47	2.45
ZONE 3:		
GROUP I	17.65	2.45
GROUP II	17.90	2.45
GROUP III	18.05	2.45
GROUP IV	18.97	2.45

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.

Free Zone - 0 to 50 miles.

Zone 2 - 50 to 85 miles from above reference points. \$2.50 per hour above base wage.

Zone 3 - over 85 miles from above reference points. \$4.00 per hour above base wage.

Workmen employed on work forty (40) or more feet above the ground or above a solid floor, deck, or flat roof shall receive premium pay as follows:

40 to 80 feet - \$0.25 per hour

80 to 120 feet - \$0.50 per hour

120 to 160 feet - \$0.75 per hour

above 160 feet - \$1.00 per hour

LABORER CLASSIFICATIONS

GROUP I: Wagon Core, Diamond Drillers

GROUP II: Concrete Burner, Hodcarriers, Mortar Mixers, Plaster Spreader Operators, Plaster Tenders, Guniting Nozzlemen, Pipelayers Pumpcrete Nozzlemen.

GROUP III: Powdermen and Blasters.

GROUP IV: Includes but is not limited to the following specialty categories of Construction Specialists: Asbestos Abatement Laborers, Toxic and Hazardous Waste Removal Laborers, Lead Base Paint Removal Laborers, Laborer/Concrete Specialist, Pest Technician (Licensed by the Bureau of Rodent Management), State Licensed Powderman and Blaster, Laborers-AGC Certified Rigger and Signal Man, Laborers-AGC Certified Scaffold Builder Laborer, or Hydromobile Scaffold Builder, Radiation Worker II.

PAIN0823A 04/01/2000

	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	4.08
Zone II	17.05	4.08
Zone III	18.55	4.08
Repaint/remodel:		
Zone I	13.64	4.08
Zone II	14.64	4.08
Zone III	16.14	4.08
Spray; Preparation for and application of epoxy & special coatings:		
New Work:		
Zone I	16.55	4.08
Zone II	17.55	4.08
Zone III	19.05	4.08
Repaint/remodel:		
Zone I	14.57	4.08
Zone II	15.57	4.08
Zone III	17.07	4.08
Paperhangers:		
New Work:		
Zone I	17.05	4.08
Zone II	18.05	4.08
Zone III	19.55	4.08
Repaint/remodel:		
Zone I	14.49	4.08
Zone II	15.49	4.08
Zone III	16.99	4.08
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

0 ZONE II - EXTENDING 30 MILES TO 75 MILES BEYOND ZONE I

1 ZONE III - EXTENDING 75 MILES AND BEYOND

2 -----

3

4 PAIN0823B 04/01/2000

5

	Rates	Fringes
7 GLAZIERS	17.25	4.08

8 -----

9

0 PAIN0823C 04/01/2000

1

	Rates	Fringes
2 SOFT FLOOR LAYERS:		
3 ZONE I	15.48	4.08
4 ZONE II	16.48	4.08
5 ZONE III	17.98	4.08

6

7 SOFT FLOOR LAYERS ZONE DEFINITIONS

8

9 An area within a thirty (30) mile radius of the main post office
0 in the city or town where an employee permanently resides at the
1 time of hire shall be considered Zone 1.

2 All jobs beyond the thirty (30) mile radius shall be covered by
3 the zone schedule under wages.

4

5 ZONE I -- Up to 30 miles

6 ZONE II -- 30 to 75 miles

7 ZONE III - 75 miles and beyond

8 -----

9

0 PAIN0823D 04/01/2000

1

	Rates	Fringes
2 PAINTERS:		
3 Mines, mills, Power plants, energy		
4 plants, Refineries, coal gassification		
5 plants, nuclear related facilities &		
6 all steel work incidental thereto		
7 including stacks of all descriptions:		

8	Ames Tool Operator:		
9	New Work:		
0	Zone I	17.80	4.08
1	Zone II	18.80	4.08
2	Zone III	20.93	4.08
3	Repaint/remodel:		
4	Zone I	15.13	4.08
5	Zone II	16.13	4.08
6	Zone III	18.26	4.08
7	Drywall finisher,Handfinisher,machine textures:		
8	New Work:		
9	Zone I	17.10	4.08
0	Zone II	18.10	4.08
1	Zone III	20.83	4.08
2	Repaint/remodel:		
3	Zone I	14.54	4.08
4	Zone II	15.54	4.08
5	Zone III	17.67	4.08
6	All other Work: Commercial:		
7	Ames tool operator:		
8	New Work:		
9	Zone I	16.85	4.08
0	Zone II	17.85	4.08
1			
2	Zone III	19.98	4.08
3	Repaint/remodel:		
4	Zone I	14.32	4.08
5	Zone II	15.32	4.08
6	Zone III	17.45	4.08
7	Drywall finisher,machine texture,hand finisher:		
8	New work:		
9	Zone I	16.35	4.08
0	Zone II	17.35	4.08
1	Zone III	19.48	4.08
2	Repaint/remodel:		
3	Zone I	13.90	4.08
4	Zone II	14.90	4.08
5	Zone III	17.03	4.08

7 PAINTERS ZONE DEFINITIONS

8
9 An area within a thirty (30) mile radius of the main post office
0 in the city or town where an employee permanently resides at the
1 time of hire shall be considered Zone I.
2 All jobs beyond the thirty (30) mile radius shall be covered by
3 the zone schedule under wages.
4 ZONE I - BASE PAY UP TO 30 MILES
5 ZONE II - EXTENDING 30 MILES TO 75 MILES BEYOND ZONE I
6 ZONE III - EXTENDING 75 MILES AND BEYOND

7 -----
8
9 PLAS0254A 10/01/2001

0		Rates	Fringes
1	CEMENT MASONS	16.95	3.98

2 -----
3
4 PLAS0254B 07/01/2001

5		Rates	Fringes
6	PLASTERERS	17.00	3.42
7	-----		
8			
9	PLUM0412A 04/01/2001		
0		Rates	Fringes
1	REMAINING COUNTIES		
2			
3	PLUMBERS & PIPEFITTERS	22.98	5.95
4			
5	LOS ALAMOS, WHITE ROCK, SOUTH MESA, MCGREGOR, WHITE SANDS MISSILE		
6	RANGE AND/OR PROVING GROUNDS		
7			
8	PLUMBERS & PIPEFITTERS	23.78	5.95
9			
0	LIGHT COMMERCIAL :		
1	All irrigation &	15.96	4.20
2	lawn sprinkler		
3	-----		
4			
5	ROOF0174A 10/01/1994		
6		Rates	Fringes
7	ROOFERS	13.30	1.99
8			
9	-----		
0			
1	SHEE0049A 04/01/2001		
2		Rates	Fringes
3	REMAINING COUNTIES		
4			
5	SHEET METAL WORKERS	22.50	7.08
6	-----		
7			
8	SHEE0049B 04/01/2001		
9		Rates	Fringes
0	LOS ALAMOS COUNTY		
1			
2	SHEET METAL WORKERS	24.50	7.14
3	-----		
4			
5	SUNM1002A 08/11/1993		
6		Rates	Fringes
7	SPRINKLER FITTERS:		
8	Bernalillo, Los Alamos &		
9	Santa Fe, Counties	15.55	
0	Otero County	17.45	3.75
1	Remaining Cos. (Except Dona Ana)	16.06	2.95
2	-----		
3			
4	TEAM0492A 06/01/1993		
5		Rates	Fringes
6	TRUCK DRIVERS:		
7	BUILDING CONSTRUCTION:		
8	Zone I:		
9	GROUP I	9.83	1.89
0	GROUP II	10.10	1.89
1	GROUP III	10.18	1.89

2	GROUP IV	10.30	1.89
3	GROUP V	10.35	1.89
4	GROUP VI	10.45	1.89
5	GROUP VII	10.55	1.89
6	GROUP VIII	10.69	1.89
7	GROUP IX	10.84	1.89
8	Zone II		
9	GROUP I	11.58	1.89
0	GROUP II	11.85	1.89
1	GROUP III	11.93	1.89
2	GROUP IV	12.05	1.89
3	GROUP V	12.10	1.89
4	GROUP VI	12.20	1.89
5	GROUP VII	12.30	1.89
6	Group VIII	12.44	1.89
7	Group IX	12.59	1.89
8	Zone III:		
9	GROUP I	12.08	1.89
0	GROUP II	12.35	1.89
1	GROUP III	12.43	1.89
2	GROUP IV	12.55	1.89
3	GROUP V	12.60	1.89
4	GROUP VI	12.70	1.89
5			
6	GROUP VII	12.80	1.89
7	GROUP VIII	12.94	1.89
8	GROUP IX	13.09	1.89
9	BUILDING CONSTRUCTION:		
0	Light Commercial Construction:		
1	Zone I:		
2	GROUP I	7.86	1.89
3	GROUP II	8.08	1.89
4	GROUP III	8.14	1.89
5	GROUP IV	8.24	1.89
6	GROUP V	8.28	1.89
7	GROUP VI	8.36	1.89
8	GROUP VII	8.44	1.89
9	GROUP VIII	8.55	1.89
0	GROUP IX	8.67	1.89
1	Zone II:		
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
4	GROUP III	9.94	1.89
5	GROUP IV	10.04	1.89
6	GROUP V	10.08	1.89
7	GROUP VI	10.16	1.89
8	GROUP VII	10.24	1.89

9	GROUP VIII	10.35	1.89
0	GROUP IX	10.47	1.89
1	HEAVY CONSTRUCTION:		
2	Zone I:		
3	GROUP I	10.08	1.79
4	GROUP II	10.35	1.79
5	GROUP III	10.43	1.79
6	GROUP IV	10.55	1.79
7	GROUP V	10.60	1.79
8	GROUP VI	10.70	1.79
9	GROUP VII	10.80	1.79
0	GROUP VIII	10.94	1.79
1	GROUP IX	11.09	1.79
2	Zone II:		
3	GROUP I	11.58	1.79
4	GROUP II	11.85	1.79
5	GROUP III	11.93	1.79
6	GROUP IV	12.05	1.79
7	GROUP V	12.10	1.79
8	GROUP VI	12.20	1.79
9	GROUP VII	12.30	1.79
0	GROUP VIII	12.44	1.79
1	GROUP IX	12.59	1.79
2	Zone III:		
3	GROUP I	11.83	1.79
4	GROUP II	12.10	1.79
5	GROUP III	12.18	1.79
6	GROUP IV	12.30	1.79
7	GROUP V	12.35	1.79
8	GROUP VI	12.45	1.79
9	GROUP VII	12.55	1.79
0	GROUP VIII	12.69	1.79
1	GROUP IX	12.84	1.79

3
4 TRUCK DRIVER (BUILDING & HEAVY CONSTRUCTION) CLASSIFICATIONS
5

6 GROUP I:

7 Pickup 3/4 Ton and Under, Lubrication, Light Tire Repair and
8 Washer, Swamper, 2 or 4 and up.
9

0 GROUP II:

1 Dump or Batch Truck Under 8 C.Y.W.L.: Flat Bed (bobtail) 2
2 Ton and Under, Warehouseman including Material Check, Fork
3 Lift Under 5 Ton MRC.
4

5 GROUP III:

6 Dump Trucks (Including All Highway and Off Highway) 8 up to
7 16 C.Y.W.L.C.; Water, Fuel or Oil Trucks Less Than 3,000 gal.
8 Flat Bed (bobtail) Over 2 Tons.
9

0 GROUP IV:

1 Distributor Driver, Heavy Tire Repair, Lumber Carrier Driver,
2 Young Buggy or Similar Equipment, Transit Mix or Agitator 2
3 or 3 Axle Bobtail Equipment, Scissor Truck, Bulk Cement
4 Bobtail 2 or 3 Axle, Semi-Trailer Flat Bed or Van Single Axle
5 Forklift 5 Ton and over M.R.C.

6

7 GROUP V:

8 Dumpsters and Dumpcrete Driver; Water, Fuel or Oil Trucks
9 3,000 to 6,000 Gallons; Lowboys and Light Equipment Driver;
0 Euclid Type Tank Wagon Under 6,000 Gallons.

1

2 GROUP VI:

3 Vacuum Truck; Dump Trucks (including all highway and off-
4 highway 16 up to 22 C.Y.W.L.C.

5

6 GROUP VII:

7 Transit Mix or Agitator Semi or 4 Axle Equipment Driver;
8 Flaherty Truck Type Spreader Box Driver; Slurry Truck Driver
9 Bulk Cement Driver; Semi-Doubles; 5 Axle Bobtail; Winch Truck
0 and "A" Frame; Dump Truck (including all Highway and Off-
1 Highway) 22 CY up to 35 C.Y.W.L.C.

2

3 GROUP VIII:

4 Euclid Diesel Power Turnarocker; Terra Coba-DW20-Tourneau
5 Pulls and Similar Diesel Powered Equipment when used to haul
6 Materials and Assigned to a Teamster-Lowboy Heavy Equipment
7
8 Driver; Water, Fuel and Oil Trucks 6,000 Gallons and Over
9 Including Tank Wagon Drivers, Semi-Trailer Driver (Flat-Bed
0 or Van Tandems); Light Equipment Mechanic; Dump Trucks
1 (Including All Highway and Off-Highway) 35 C.Y.W.L.C. and
2 Over; Truck and Trailer or Semi-Trailer (Flated); eject all.

3

4 GROUP IX:

5 Lowboy (Heavy Equipment Double Gooseneck); Heavy Equipment
6 Mechanic; Welder (Body and Fender Men).

7

8 TRUCK DRIVERS ZONE PAY BASING POINTS AND DEFINITIONS LISTED BELOW
9 FOR BUILDING AND HEAVY CONSTRUCTION - BASING POINTS ARE AS
0 FOLLOWS:

1

2 ALAMOGORDO, ALBUQUERQUE, ARTESIA, BAYARD, BELEN, CARLSBAD,
3 CLOVIS, DEMING, ESPANOLA, EUNICE, FARMINGTON, GALLUP, GRANTS,
4 HOBBS, LAS CRUCES, LAS VEGS, LORDSBURG, LOVINGTON, PORTALES,
5 RATON, ROSWELL, RUIDOSO, SANTA FE, SANTA ROSE, SILVER CITY,
6 SOCORRO, TAOS, TUCUMCARI

7

8 ZONE I

9 Projects within 15 miles from the starting points above

0

1 ZONE II

2 Projects 15 or more road miles but less than 35 miles from
3 above, includes all of Los Alamos County

4

5 ZONE III

6 Projects more than 35 road miles, or more from above.

7

8 -----

9 FOOTNOTE:

0

1 **LIGHT COMMERCIAL DEFINITION

2

3 Construction, erection, alteration, repair, modification,
4 addition to or improvement in whole or in part of structures for
5 which the major support system is wood frame construction and
6 will also include all apartments over 4 stories, all convenience
7 stores, fast food restaurants, automobile service stations &
8 motels up to 2 stories high.

9 -----
0
1 WELDERS - Receive rate prescribed for craft performing operation
2 to which welding is incidental.

3 =====
4
5 Unlisted classifications needed for work not included within
6 the scope of the classifications listed may be added after
7 award only as provided in the labor standards contract clauses
8 (29 CFR 5.5(a) (1) (v)).

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

6
7 WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

0
1 Branch of Construction Wage Determinations
2 Wage and Hour Division
3 U. S. Department of Labor
4 200 Constitution Avenue, N. W.
5 Washington, D. C. 20210
6

7 2.) If the answer to the question in 1.) is yes, then an
8 interested party (those affected by the action) can request
9 review and reconsideration from the Wage and Hour Administrator

0 (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

1

2 Wage and Hour Administrator
3 U.S. Department of Labor
4 200 Constitution Avenue, N. W.
5 Washington, D. C. 20210
6

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

1

2 3.) If the decision of the Administrator is not favorable, an

3

4 interested party may appeal directly to the Administrative Review
5 Board (formerly the Wage Appeals Board). Write to:

6

7 Administrative Review Board
8 U. S. Department of Labor
9 200 Constitution Avenue, N. W.
0 Washington, D. C. 20210
1

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

3

END OF GENERAL DECISION

52.225-11 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM--CONSTRUCTION
MATERIALS UNDER TRADE AGREEMENTS (FEB 2002)

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

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

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

Cost of components means--

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

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

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, Iceland, Ireland, Israel, Italy, Japan.

Kiribati, Korea, Republic of, Lesotho, Liechtenstein, Luxembourg, Malawi, Maldives, Mali, Mozambique, Nepal, Netherlands, Niger, Norway, Portugal, Rwanda.

Sao Tome and Principe, Sierra Leone, Singapore, Somalia, Spain, Sweden, Switzerland, Tanzania U.R., Togo, Tuvalu, Uganda, United Kingdom, Vanuatu, Western Samoa, Yemen.

Designated country 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: 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)

52.232-26 PROMPT PAYMENT FOR FIXED-PRICE ARCHITECT-ENGINEER CONTRACTS (FEB 2002)

Notwithstanding any other payment terms in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(3) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Due date. The due date for making invoice payments is--

(i) For work or services completed by the Contractor, the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(iii) of this clause).

(B) The 30th day after Government acceptance of the work or services completed by the Contractor. For a final invoice, when the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance is deemed to occur on the effective date of the settlement.

(ii) The due date for progress payments is the 30th day after Government approval of Contractor estimates of work or services accomplished.

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

(2) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(2)(i) through (a)(2)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt, with the reasons why it is not a proper invoice. When computing any interest penalty owed the Contractor, the Government will take into account if the Government notifies the Contractor of an improper invoice in an untimely manner.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of mailing or transmission.)

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

(iv) Description of work or services performed.

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

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

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

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

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

(3) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

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

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

(4) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance or approval is deemed to occur constructively as shown in paragraphs (a)(4)(i)(A) and (B) of this clause. If actual acceptance or approval occurs within the constructive acceptance or approval period, the Government will base the determination of an interest penalty on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, Contractor compliance with a contract provision, or requested progress payment amounts. 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.

(A) For work or services completed by the Contractor, Government acceptance is deemed to occur constructively on the 7th day after the Contractor completes the work or services in accordance with the terms and conditions of the contract.

(B) For progress payments, Government approval is deemed to occur on the 7th day after the designated billing office receives the Contractor estimates.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes, and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(5) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with 5 CFR part 1315.

(6) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315, in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

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

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

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

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

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

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) 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. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Overpayments. If the Contractor becomes aware of a duplicate payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(End of clause)

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

Notwithstanding any other payment terms in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(3) concerning payments due on Saturdays, Sundays, and legal holidays.)

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

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

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

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

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

(A) The due date for making such payments is the later of the following two events:

(1) The 30th day after the designated billing office receives a proper invoice from the Contractor.

(2) The 30th day after Government acceptance of the work or services completed by the Contractor. For a final invoice when the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance is deemed to occur on the effective date of the contract settlement.

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

(2) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(2)(i) through (a)(2)(xi) of this clause. If the invoice does not comply with these requirements, the designated billing office must return it within 7 days after receipt, with the reasons why it is not a proper invoice. When computing any interest penalty owed the Contractor, the Government will take into account if the Government notifies the Contractor of an improper invoice in an untimely manner.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of mailing or transmission.)

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

(iv) Description of work or services performed.

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

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

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

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

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

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

(3) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

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

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

(4) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

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

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes, and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(5) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(6) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

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

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

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

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

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

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(b) Contract financing payments. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

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

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

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

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

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

(3) Subcontractor clause flowdown. A clause requiring each subcontractor to use:

(i) Include a payment clause and an interest penalty clause conforming to the standards set forth in paragraphs (c)(1) and (c)(2) of this clause in each of its subcontracts; and

(ii) Require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

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

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

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

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

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

(ii) The Contractor furnishes to the Contracting Officer a copy of any notice issued by a Contractor pursuant to paragraph (d)(3)(i) of this clause.

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

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

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

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

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

(i) Make such payment within--

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

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

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

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

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

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

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

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

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

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

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

(f) Third-party deficiency reports--(1) Withholding from subcontractor. If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a "second-tier subcontractor") a written notice in accordance with section 2 of the Act of August 24, 1935 (40 U.S.C. 270b, Miller Act), asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, the Contractor may, without incurring an obligation to pay an interest penalty under paragraph (e)(6) of this clause--

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

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

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

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

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

(g) Written notice of subcontractor withholding. The Contractor shall issue a written notice of any withholding to a subcontractor (with a copy furnished to the Contracting Officer), specifying--

(1) The amount to be withheld;

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

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

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

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

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

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

(l) Overpayments. If the Contractor becomes aware of a duplicate payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(End of clause)

1.4 PHASE-TWO REQUIREMENTS

1.4.1 General. Submit the phase-two proposal in two separately sealed volumes. Each shall be clearly marked as to its content, i.e., project title, technical or price proposal, solicitation number, name and address of the offeror, and the time specified for receipt. Information, within each volume, shall be organized sequentially under the specified Tabs to facilitate evaluation. Offerors are not expected to exceed page limitations prescribed below.

a. **Volume 1**, Understanding the Requirements, contains Tabs A through C. Submit one original and five copies of Phase Two, Volume 1. This volume shall not exceed 50 (fifty) single-sided pages, excluding Personnel Resume forms, and drawings. Drawings shall be half size and may be submitted separately or folded to fit within the Tab A section of the binder. The number of drawings is as deemed appropriate by the offeror. The proposed schedule may be of any size but should be folded and inserted within Tab C of the binder. Perspectives may be sized to fit within Tab A of the binder or submitted separately at a size not greater than 24" x 36".

(1) b. **Volume 2** contains the price proposal and other related information. This volume should not be page numbered.

(1) Tab A shall contain the original (and no copies) of the SF 1442—Solicitation, Offer and Award, Proposal Schedule, and bid guarantee, and a resubmitted copy of Section 00600, Representations and Certifications. The SF 1442 and bid guarantee should be secured within some form of document protector such that the actual documents are not "hole-punched".

(2) Tab B shall contain financial and bank reference information.

(3) Tab C shall contain one original and one copy of the subcontracting plan (large business offerors only).

1.4.2 **PHASE TWO, VOLUME 1--UNDERSTANDING THE REQUIREMENTS.** (Do not provide any price information in this volume.)

1.4.2.1 **FACTOR 1: TECHNICAL SOLUTION (TAB A).** Present narratives, drawings and perspective(s) to describe your unique technical design solution. These elements must reinforce each other and should be self-explanatory in presenting your technical solution.

a. Narratives. The narrative shall cover all features of the proposed design for demolition, civil, architectural, and structural disciplines, and any special mechanical or electrical systems. The offeror shall make a statement that their design complies with the most current regulations, standards, codes, and Design Requirements (Section 01010). The narrative shall include but not necessarily be limited to the following:

(1) **DEMOLITION** – Describe elements to be demolished, sequence of work, safety methods, and disposal methods.

(2) **CIVIL** - Include the rationale for the major features of the design. Clearly delineate the elements of construction. Explain the inter-relationship of the new building(s) with respect to parking, utilities, vehicular and pedestrian traffic, and other features. Provide a site-specific description of the vehicular and pedestrian traffic flow design, main entrance design and utility design, fire access, site work, and drainage plan. Describe how the analysis of geotechnical information has been used to develop an understanding of the proposed building foundation and pavement sections design. Emphasize any special features and force protection measures incorporated in the design.

(3) **ARCHITECTURAL** - Describe the overall design concept/approach and the relationship of the facility to the site. Describe interior and envelope building systems. Describe energy saving devices and long-term low-maintenance features. Also, describe how the proposed solution achieves compatibility with the surrounding buildings and/or natural environment and with the Kirtland Air Force Base design compatibility standards. Describe force protection measures incorporated.

(1)

(2) Design Team: Include the Design Project Manager, Architect, Civil Engineer, Structural Engineer, Mechanical Engineer, and Electrical Engineer. State which individuals will be the registered designers of record and provide their respective year of professional registration (see Section 00700, FAR Clause 52.236-25).

b. Narrative/Organization Chart. Provide a narrative addressing each of the following items along with an overall organization chart that graphically depicts the key positions and their interrelationships in your design-build team.

(1) Prime Contractor: Describe the organization, responsibilities, lines of authority, and quality control procedures established to complete the design and construction of this project. Describe your resources available to support this project during both the design and construction phases concurrently with other projected or ongoing work. State why your firm is especially qualified to undertake this project.

(2) Design Team: Describe the organization, responsibilities, lines of authority, and quality control procedures established to complete the design. Describe the responsibility of the designers during the construction phase. State why your design firm(s) is especially qualified to undertake this project.

(3) On-site Design/Build Management: Describe how the onsite Design/Build management team organization will interact during design and construction, including the role of key subcontractors during design.

(1) (4) Small Business Subcontracting Participation: Identify the type of work/material and percentage of total planned subcontracting dollars to be subcontracted on this project to small businesses, veteran-owned small businesses, service-disabled veteran-owned small businesses, HUBZone small businesses, small disadvantage businesses, and woman-owned small businesses. Wherever possible, identify intended subcontractors by name. (Note, this applies to both large and small offerors.) (1)

1.4.2.3 FACTOR 3: PROPOSED SCHEDULE (TAB C)

a. Capability. Provide a narrative, describing your scheduling capability and planning organization. Address how you maintain, update and use your schedule. Describe the software you intend to use. The software must support the Corps of Engineers Data Exchange format.

(1) b. Schedule. In graphic format, submit a proposed schedule in calendar days for design and construction. This schedule shall clearly show how it compares to the number of calendar days and the sequence of construction as stated in Section 00800 of the RFP. Assume an NTP date of 10 June 2002. The Offeror shall acknowledge that he understands that the total contract duration proposed in this schedule will become contractually binding should that offeror receive the award. In addition, the proposed schedule shall be used as the basis for development of the initial (Network Analysis System) NAS. Schedules may be provided separately in a size that is easily read, and shall be bound and clearly labeled. The schedules shall be task oriented, indicating the number of calendar days, after notice to proceed, by which milestones are to be achieved. Give special attention to the following tasks: (1)

(1) Show the design phase, including events associated with coordinating the design submittals, and Government review.

(2) Show the construction phase for each major feature of construction. The schedule shall indicate the offeror's understanding of the relationship between design after award and building construction within the project schedule.

(3) Show proposed completion date of the project.

1.4.3 PHASE TWO, VOLUME 2--PRICE PROPOSAL AND OTHER RELATED INFORMATION

- (1) a. TAB A: STANDARD FORM 1442, PROPOSAL SCHEDULE, BID BOND, AND SECTION 00600 REPRESENTATIONS AND CERTIFICATIONS. Complete Standard Form 1442. Include in Paragraph 14 of the SF 1442, your company's DUNS, CAGE, and tax identification numbers, and in Paragraph 19 acknowledge all amendments including those issued, if any, during Phase One. The price information supporting the Technical Proposal shall be in the form of the Proposal Schedule immediately following the Standard Form 1442. As this is a firm-fixed price contract, price proposals will not be considered which provide for subsequent increases in price. No qualified price proposal of any type will be accepted; all offers containing such qualifications will be considered unacceptable. If the offeror does not comply with all the requirements of the proposal forms, the proposal may be considered unacceptable and eliminated from consideration. Include bid bond/guarantee and 00600 Representations and Certifications in this Tab. (1)

b. TAB B: FINANCIAL AND BANK REFERENCE INFORMATION.

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

(2) Provide point(s) of contact and phone number of one bank reference for the Government to verify general financial information such as average monthly balance or any delinquency on loan payments.

c. TAB C: SUBCONTRACTING PLAN.

- (1) (1) All large business offerors shall submit a subcontracting plan. The plan shall be prepared in accordance with FAR 52.219-9, DFARS 252-219-7003, and AFARS Appendix DD. The offeror shall take into consideration when preparing the required subcontracting plan, that only those subcontracts which are awarded directly by the prime contractor to small and small disadvantaged firms can be included in the plan. Subcontracts to be awarded by a large business subcontractor are subject to the flow-down provisions of the clause and shall be reported by the subcontractor on its own SF 294 and SF 295. Failure to submit an acceptable subcontracting plan shall make the offeror ineligible for the award of the contract. A sample subcontracting plan format is attached at the end of this section.

(2) Subcontracting goals applicable to this solicitation are given at the end of this section. An Indian tribe or tribally owned corporation does not have to qualify as a small business concern to be counted toward the Small Disadvantaged Business goals. (1)

(End of Phase-Two Requirements)

The Government will evaluate the offeror's standard and specific quality control (QC) procedures and personnel that ensure all services (designs, drawings, calculations, specifications, materials, and construction practices) are performed and provided in a manner that meet the solicitation requirements. Offerors will be evaluated on the proposed QC individual(s) and respective qualifications, duties, responsibilities, and authority levels from design-start to construction-completion.

- (1) The Government will evaluate the extent to which small businesses, veteran-owned small businesses, service-disabled veteran-owned small businesses, HUBZone small businesses, small disadvantage businesses, and woman-owned small businesses are identified as intended subcontractors for this contract, including associated type of work to be subcontracted. Specific identification of small businesses by name will be considered advantageous for evaluation purposes. (Note, this applies to both large and small offerors.)

(1)

c. **FACTOR 3: PROPOSED SCHEDULE (TAB C)** - The Government will evaluate the proposed schedule to determine if the offeror's plan assures completion within the specified time stated in Section 00800 or within a lesser time proposed by the offeror. The schedule will be evaluated to determine whether it is complete, reasonable, realistic, and achievable. A schedule proposing less time than required in Section 00800 will be considered advantageous.

1.5 RELATIVE IMPORTANCE OF THE EVALUATION FACTORS

a. **PHASE ONE** – Factor 1, Experience (Tab A), and Factor 2, Past Performance (Tab B) are of equal importance. Factor 3, Technical Approach (Tab C) is of lesser importance. (See Table 1.)

b. **PHASE TWO** – Factor 1, Technical Solution (Tab A), Factor 2, Management Plan (Tab B), and Factor 3, Proposed Schedule (Tab C) are in descending order of importance. (See Table 2.)

c. **COMBINED RELATIVE IMPORTANCE OF PHASE ONE, PHASE TWO, AND PRICE PROPOSAL**
The overall technical rating for Phase One is considered to be significantly less important than the overall technical rating for Phase Two. The total technical rating for Phase One and Phase Two combined is approximately equal to the Price Proposal. (See Table 3.)

Relative Importance of Evaluation Factors

Table 1. Phase One Evaluation Factors

Relative Importance	Criteria
Equal	Factor 1: Experience
Equal	Factor 2: Past Performance
Less	Factor 3: Technical Approach

Table 2. Phase Two Evaluation Factors

Relative Importance	Criteria
Most	Factor 1: Technical Solution
Less	Factor 2: Management Plan
Least	Factor 3: Proposed Schedule

(1) f. **Air Force Project Number** shall be provided on all drawings. The Air Force Project Number for the Telescope Atmosphere Compensation Laboratory at Kirtland Air Force Base is: **MHMV 993008**.

(1)

g. **Drawing Numbers** shall be indexed and assembled by disciplinary group in the set of drawings as illustrated by ES-1 and ES-5. Alphabetical designations after the number shall only be used when adding a drawing by modification.

h. **North Arrows**, as shown on ES-4, shall be placed on the plan sheets for each discipline. The north arrow shall be on the key plan if used and oriented to the top of the sheet where practicable. The true meridian and magnetic declination shall be shown on the maps. When a coordinate system is used for civil drawings, grid north shall be shown.

i. **Nomenclature**, lines, lettering, hatching, applied details, maps, and photos shall generally be drawn or placed on the front side of the sheet to facilitate reproduction or drawing changes. Stick-ons with clear background may be used; however they must be of the type that is applied to the backside of the mylar. Shading and coloring shall not be used.

j. **Photographs** may be used to better illustrate existing conditions. Photos should be not less than 4" x 5" and not larger than 8" x 10". Screening shall have 65-85 dots per line. Positive half-tone film may be cut and taped into the original drawing. Mylar of drawing shall be made after photos are taped in for record drawing.

6. DRAFTING STANDARDS

a. **Scale** for all drafting and delineation shall permit complete legibility for half-size reproduction. A graphic bar or checkerboard scale shall be provided on each sheet to the left of the title block as shown on ES-13. Scale standards are as specified in this Request for Proposal (RFP).

b. **Lettering** shall be not less than No. 5 (5/32") for hand lettering or Leroy 120 size, upper case, legible for half-size reproduction. Computer lettering shall be letter quality, No. 4 (1/8"). Lettering shall not be less than "this type-size" for any reduced presentation and care shall be taken to keep letters open and delineation spacing greater than line width.

c. **Dimensions/Grid** shall be carefully checked and coordinated between disciplines for accuracy. Plan dimensions for frame construction shall be to face of stud and to centerline of openings. Masonry construction dimensions shall be to nominal face of masonry and to jambs of openings. Modular design shall be used for all masonry and dimensions shall be in increments of 4 inches to reduce on-site cutting. Control dimensions shall be to the same points on architectural and structural drawings. Where columns occur, a dimensional grid system shall be set to column centerlines. Additional guidance to dimensioning is shown on ES-9 and ES-10.