

**REPAIR AND OVERLAY TANK FARM "A" PARKING LOT
AT
MARINE CORPS AIR STATION CHERRY POINT
WORK REQUEST #4972043**

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1. GENERAL INTENTION: It is the declared and acknowledged intention of this solicitation to obtain the supervision, expertise, labor, materials and equipment to accomplish the below listed concrete and bituminous asphalt pavement repairs to the tank farm entranceway and parking area.

2. LOCATION: The areas of work are inside the fenced in area of Tank Farm "A", and the entrance road outside the gate. See illustration for further details.

3. WORKING HOURS:

a. Regular Working Hours: The Government's regular (normal) working hours are from 0700 to 1600, Monday through Sunday for Clinical Spaces except for designated areas that only operate Monday through Friday (b) federal holidays and (c) other days specifically designated by the Contracting Officer.

(1) Federal Holidays: New Year's Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

4. DEFINITIONS - TECHNICAL: As used throughout this contract, the following terms shall have the meaning set forth below:

a. Where "as shown", "as indicated", "as detailed", or words similar import are used, it shall be understood that reference is made to this specification and the drawings accompanying this specification unless stated otherwise.

b. Where "as directed", "as required", "as permitted", "approval", "acceptance", or words of similar import are used, it shall be understood that direction, requirement, permission, approval, or acceptance of the AOIC is intended unless stated otherwise.

c. Contractor: The term Contractor refers to both the prime Contractor and Subcontractors. The prime Contractor shall ensure that his/her subcontractors comply with the requirements

of this contract.

d. Contractor Discrepancy Report (CDR): A report sent by the Government to the Contractor, which the Contractor is required to complete when performance is unsatisfactory. The CDR requires the Contractor to explain to the Contracting Officer, in writing within ten (10) calendar days, why performance is unsatisfactory, how performance shall be returned to satisfactory levels, and how reoccurrence of the problem shall be prevented in the future.

e. Quality Assurance (QA): A program implemented by the Government to evaluate the quality of work and responsiveness of the Contractor to ensure that the Government receives the services for which public funds are expended. The Government's quality assurance is not a substitute for the quality control program to be implemented and administered by the Contractor.

f. Performance Assessment Representative (PAR): The Government employee designated by the Contracting Officer to be responsible for the monitoring of the Contractor's performance. This person is also referred to as the Quality Assurance Evaluator (QAE) or the inspector.

5. DETAILED REQUIREMENTS: The contractor shall familiarize himself with the area requiring work by making a site visit. The contractor shall perform his own inspection of each repair item, take his own measurements and develop his own materials requirements, in accordance with specifications to repair and leave operational the listed items in the contract. It shall be understood that:

a. The government will make no repairs, modifications, or alterations in preparation for the contractor to commence, nor during the course of the work, nor to accommodate any item the contractor plans to repair or replace and will not loan or provide any tools, equipment, vehicles, or assistance to the contractor.

b. Should any flame generating equipment be required in accomplishing the work, the contractor shall obtain a "Hot Work" permit from the Station Fire Department.

c. Quality of workmanship shall reflect a journeyman capabilities in the required areas.

d. The contractor shall be responsible for contractor related damages to government property during the performance of this contract.

e. It is the responsibility of the contractor to set-up, place, position, and remove all appropriate safety work area signs, barricades, caution tape, ladders, scaffolding, rigging, and personnel protection.

6. SCOPE OF WORK: The Contractor shall accomplish the repairs and replacement of the failed bituminous asphalt pavements as specified below. Refer to drawing for exact locations of work.

a. Saw cut asphalt pavement to full depth, approx. (4) inches.

d. Remove all asphalt in this area. Estimate is based on approx. (4,627) S.Y. total.

e. Excavate Turf and Soil to approximately 10-12 inches deep for new Base Course and Asphalt. Estimate is based on approx. (4,627) S.Y. total.

f. Place Aggregate Base Course, ABC Stone, compacted to 98% and 6-8 inches deep. Estimate is based on (4,627) S.Y. total.

g. Place Asphaltic Pavement Binder Course, 2" Thick. Estimate is based on approx. (4,627) S.Y.

h. Place Asphaltic Concrete Pavement, Surface Course, 2" Thick. Estimate is based on approx. (4,627) S.Y.

7. CONTRACT SPECIFICATIONS: All pavement repairs shall be accomplished in accordance with the North Carolina Department of Transportation 2006 Standard Specifications.

8. COMMENCEMENT, PROSECUTION. AND COMPLETION OF WORK: The contractor shall be required to:

a. Commence work within ninety (90) working days after receipt of notice of award or any other communication authorizing the contractor to proceed.

b. Prosecute the work diligently.

c. Complete the work within sixty (60) working days.

9. DEMOLITION AND REMOVAL: (Ref. NFGS Sect. 02050) Do not begin demolition until authorization is received from the Contracting Officer. Do not allow accumulations on pavements and shoulders. Store materials that cannot be removed daily in areas specified by the Contracting Officer.

a. Regulatory and Safety Requirements: Comply with federal, state, and local hauling and disposal regulations. In addition, safety requirements shall conform with ANSI A 10.6, "Demolition Operations - Safety Requirements".

b. Dust and Debris Control: Prevent the spread of dust and debris to adjacent portions of the roadway and avoid the creation of a nuisance or hazard in the surrounding area. Do not use water if it results in hazardous or objectionable conditions such as, but not limited to, ice, flooding, or pollution. Sweep pavements as often as necessary to control the spread of debris that may result in damage potential to pedestrians and vehicles adjacent to the work site. Pavements shall be swept clear of debris prior to reopening of the pavement section.

10. PROTECTION: (Ref. NFGS Sect. 02050)

a. Traffic Control Plans: Where pedestrian and driver safety are endangered in the area of removal work, use portable barricades located no closer than (50) feet to the hazard. Provide flashing beacons mounted on barrels or barricades where work is to be left open overnight in accordance with the ANSI D6.1, MUTCD manual. The Contracting Officer shall approve all traffic control plans prior to implementation of the plans.

b. Traffic Control signs: Shall conform to the MUTCD, Part VI. Covering of signs not in use is mandatory and shall be strictly enforced by the Government.

c. Existing Work: Protect Government property adjacent to the work site. Flag or provide some other type of visible marker for ground level utilities and drainage structures during site work. Repair items which are to remain or which are to be salvaged and which are damaged during performance of the work to their original condition, or replace with new. Do not overload pavements to remain.

11. DISPOSITION OF MATERIAL: (Ref. NFGS Sect. 02050) Except where specified in other sections, all materials and equipment removed, and not reused, shall become the property of the Contractor and shall be removed from Government property. Title to materials resulting from demolition, and materials and equipment to be removed, is vested in the Contractor upon approval by the Contracting Officer. The Government will not be responsible for the condition or loss of, or damage to, such property after notice to proceed. Materials and equipment shall not be viewed by prospective purchasers or sold on the site.

12. DEBRIS AND RUBBISH CLEAN-UP: (Ref. NFGS Sect. 02050) Remove and transport debris and rubbish in a manner that will prevent spillage on pavements, streets or adjacent areas. Trucks shall utilize covers to assist in spill control. The Contractor shall be wholly responsible for damages to Government and private properties as a result of spilled debris. Clean up spillage from pavements, streets and adjacent areas as soon as the spill occurs or upon notification by the Government or other civil authorities.

13. EARTH WORK FOR STRUCTURES AND PAVEMENTS: (Ref. NFGS Sect. 02221)

a. Utilities: Contact the Contracting Officer five (5) working days prior to construction for the location of all existing underground utilities. Movement of construction machinery and equipment over pipes and utilities shall be at the Contractor's risk. For work immediately adjacent to or for excavations exposing a utility or other buried obstruction, use hand or light equipment excavation. Start hand or light equipment excavation on each side of the indicated obstruction and continue until the obstruction is uncovered or until clearance for the grade is assured. Report damage to utility lines or subsurface construction immediately to the Contracting Officer.

b. Protection and Restoration of Surfaces: Protect newly graded areas from traffic, erosion, and settlements. Repair and reestablish damaged or eroded slopes, elevations or grades and restore surface construction prior to acceptance. Protect existing ditches and storm drain inlets from water-borne soil by means or straw bale dikes, filter fabric dams, or stone dams as indicated.

c. Surface Drainage: Completely drain construction site during periods of construction to keep soil materials

sufficiently dry to permit construction operations to successfully progress.

d. Subgrade Preparation and Compaction: Construct fill and embankment at the locations and to lines and grades indicated. Use only approved materials in constructing fill upon the prepared subgrade. Place satisfactory material in horizontal lifts not exceeding 12 inches in loose depth and then compacted. Material will not be placed on surfaces that are muddy, frozen or contain frost. Compact with equipment well suited to the soil being compacted. Moisten or aerate material as necessary to provide the moisture content that will readily facilitate obtaining the specified compaction with the equipment used.

14. BITUMINOUS HOT MIX PAVEMENT: (Ref. NFGS Sect. 025 1-1) Bituminous concrete mix shall be in accordance with NCDOT, Section 645, Type 1-1, for Surface Course and Section 630 for Type HB Base Course.

a. Environmental Conditions: Place bituminous mixture only during *dry* weather and on dry surfaces. Conform to the restrictions set forth in SSS NCDOT, Section 610-4. In addition to these requirements, do not produce or place bituminous concrete when the weather is foggy or when the base course has excess moisture, or when ambient temperature is less than 40 degrees f. in the shade away from artificial heat.

b. Spraying of Contact Surfaces: Spray contact surfaces of the stone base come with a thin bituminous "Prime Coat" consisting of Emulsified Asphalts, Cationic Emulsified Asphalts, or Cutback Asphalts at the rate of one part water to one part asphalt. Spray the contact surface of the Base Course with a bituminous "Tack Coat" which shall be an AASHTO M226 asphalt cement, grade AC-20 as modified by SSS NCDOT, Section 605.

c. Pavement Placement: As continuous as possible, place in maximum 2 inch lifts. Adjust spreader and regulate speed so that the surface of the course is smooth and continuous without tears and pulling, and of such depth that, when compacted, the surface conforms to the cross section, grade, and contour indicated.

d. Joints: Where new pavement abuts existing bituminous pavement, cut existing surface course along straight lines approximately 6 inches from edge. Cuts shall be vertical and

extend full depth of twelve inches. Prior to bituminous concrete placement, apply asphalt cement to exposed edges of cold joints.

e. Compaction of Mixture: Compact mixture by rolling. Begin rolling as soon as placement of mixture will bear rollers. Delays in rolling freshly spread mixture shall not be permitted. Start rolling longitudinally at the extreme sides of lanes and proceed toward center of pavement, or toward high sides of pavement with a one-way slope. Operate rollers as that each trip overlaps the previous adjacent strip by at least one foot.

f. Feather Edges: Accomplish featheredging by raking out the larger aggregate as necessary and sloping the pavement uniformly throughout the featheredge to create a smooth transition. Unless indicated otherwise, feather transition shall be 10 feet. Finished surfaces shall be uniform in texture and appearance and free of cracks and creases.

15. MATERIAL DELIVERY, STORAGE, AND HANDLING:

a. Deliver: Deliver materials in their original, unopened containers or wrappings with labels intact and legible. Where materials are covered by a referenced specification number, the label shall bear the specification number, type, class, and shelf life expiration date where applicable. Deliver materials in sufficient quantity to allow continuity of work.

b. Storage: Store and protect materials from damage and weather in accordance with manufacturers instructions, except as specified otherwise keep materials clean and dry.

c. Handling: When hazardous materials are involved, adhere to the special precautions of the manufacturer. Do not use materials contaminated by exposure to moisture, or when the ambient temperature is less than 40 degrees F in the shade away from artificial heat.

16. DRAWINGS ACCOMPANYING SPECIFICATION: Drawings accompany this specification and are a part thereof. The Contractor shall check all drawings furnished him immediately upon their receipt and shall promptly notify the Contracting Officer of any discrepancies. Drawings are the property of the Government and shall not be used for any purpose other than that contemplated by the specification.

17. GENERAL ADMINISTRATIVE REQUIREMENTS:

a. Directives: Applicable Department of Defense (DOD), Secretary of the Navy (SECNAV), Chief of Naval Operations (OPNAV), and other directives, instructions, and regulations.

b. Station Regulations:

The Contractor shall comply with all applicable Station regulations and shall take measures as required to familiarize his personnel with the provisions of pertinent regulations. The Contractor is specifically notified of the following instructions:

- (1) P3140.2M DESTRUCTIVE WEATHER SOP, DTD 25 MAY 06 CH 1 & 2
- (2) 11300.4M ENERGY CONSERVATION PROGRAM, DTD 05 SEP 00 CH 1
- (3) 12792.2A DRUG-FREE WORKPLACE PROGRAM (DFWP) FOR CIVILIAN EMPLOYEES, DTD 17 APR 99
- (4) 11320.7D FIRE REGULATIONS FOR MARINE CORPS AIR STATION CHERRY POINT NORTH CAROLINA DTD 06 NOV 03
- (5) 12000.6E MCAS CHERRY POINT CIVILIAN HUMAN RESOURCES MANUAL

c. Fire Protection: The Contractor and his employees shall know where fire alarms are located and how to turn them on. The Contractor shall handle and store all combustible supplies, materials, waste, and trash in a manner that prevents fire or hazards to persons, facilities, and materials. Contractor employees operating critical equipment shall be trained to properly respond during a fire alarm or fire per activity instruction number **11320.3D** .

d. Environmental Protection: The Contractor shall comply with all applicable federal, state, and local laws, and with the regulations and standards listed in Attachment J-C7.3. All environmental protection matters shall be coordinated with the Contracting Officer. Inspection of any of the facilities operated by the Contractor may be accomplished by the Activity Environmental Protection Coordinator, or authorized officials on a no-notice basis during normal working hours. In the event that a regulatory agency assesses a monetary fine against the Government for violations caused by Contractor negligence, the Contractor shall reimburse the Government for the amount of that fine and other cost. The Contractor shall comply with the instructions of the cognizant Naval Medical Department with

respect to avoidance of conditions which create a nuisance or which may be hazardous to the health of military or civilian personnel. The Contractor has liabilities for Environmental Protection. Federal law requires Government installation to comply with environmental protection laws including, but not limited to, the Clean Water Act (CWA), Clean Air Act (CAA), Resource Conservation and Recovery Act (RCRA), and amendments to these acts including the Federal Facilities Compliance Act (FFCA). The Federal Environmental Protection Agency (EPA) has granted inspection and enforcement authority to state and local governments who may impose fines and penalties for violations of these laws.

e. Safety Requirements and Reports:

(1) Prior to commencing work, the Contractor shall meet in conference with the Contracting Officer to discuss and develop mutual understandings relative to administration of the Safety Program.

(2) The Contractor's workspace may be inspected periodically for OSHA and Navy violations. Abatement of violations will be the responsibility of the Contractor and/or the Government as determined by the Contracting Officer. The Contractor shall provide assistance to the Safety Office escort and the federal or state OSHA inspector if a complaint is filed. Any fines levied on the Contractor by federal or state OSHA offices due to safety/health violations shall be paid promptly.

(3) The Contractor shall report to the Contracting Officer in the manner and on the forms prescribed, exposure data and all accidents resulting in death, trauma, or occupational disease. All accidents must be reported to the Contracting Officer within 24 hours of their occurrence.

(4) The Contractor shall submit to the Contracting Officer a full report of damage to Government property and/or equipment by Contractor employees. All damage reports shall be submitted to the Contracting Officer within 24 hours of the occurrence.

18. GENERAL ADMINISTRATIVE REQUIREMENTS (con't):

(5) Only emergency medical care is available in Government facilities to Contractor employees who suffer on-the-job injury or disease. Care will be rendered at the rates in effect at the time of treatment. The Contractor shall make

reimbursement to the Cherry Point Naval Hospital Collection Agent upon receipt of statement.

f. Contractor Access: In accordance with Air Station Order 5500.14, within five (5) days of contract award, the contractor shall provide the following information on all personnel that will be providing services aboard the US Marine Corps Air Station, Cherry Point, North Carolina.

(1) A list of all employees including name, social security number, date of birth and mailing address.

(2) In order to obtain access to MCAS Cherry Point and obtain an identification badge, each contractor employee shall be required to present the following information to the Pass and Identification Office:

(a) Documentation of a criminal records check from the state or county covering the previous two years. Criminal record checks may be obtained from, but is not limited to the following sources: County Courthouse, Defense Security Service (www.dss.mil) and/or Infolink Screening Services, Inc. (www.infolinkscreening.com). Infolink Screening Services is listed as another possible source to obtain a criminal background check. The Government does not endorse nor is it affiliated with Infolink Screening Services.

(b) Picture Identification Card from a state or federal agency.

(c) Proof of immigration status. Acceptable documents include birth certificate, Immigration and Naturalization Service (INS) forms, and passports.

(d) Proof of employment.

(e) Letter from contractor reflecting the contract number and term of the contract.

(3) If an employee is terminated prior to the end of the contract, the contractor shall return the base identification card to the Contracting Officer. This requirement also applies to all subcontract employees.

(4) In no event will a contractor employee be permitted access to the MCAS Cherry Point for the purpose of on-site performance without the documentation listed above. Failure to

obtain this information will not result in extensions to contract start, delivery, or completion dates.

g. Identification of Contractor Employees: The Contractor shall provide to the Contracting Officer the name or names of the responsible supervisory person or persons authorized to act for the contractor and subcontractors including addresses and telephone numbers for use in the event of an emergency. The Contractor shall provide the Contracting Officer with updated information, as changes occur and additional information becomes available.

(1) The Contractor shall furnish sufficient personnel to perform all work specified within the contract.

(2) Contractor employees shall conduct themselves in a proper, efficient, courteous and businesslike manner.

(3) No employee or representative of the Contractor will be admitted to the site of work unless he furnishes satisfactory proof that he is a citizen of the United States, or, if an alien, his residence within the United States is legal.

(4) All Contractor/subcontractor employees working under this contract shall be identified by a distinctive name plate, emblem, or patch attached in a prominent place on an outer garment. Employee identification shall not be substituted for station required passes or badges.

h. Identification of Contractor Vehicles: The company name shall be displayed on each of the Contractor's vehicles in a manner and size that is clearly visible. All vehicles shall display a valid state license plate and safety inspection sticker, if applicable, and shall be maintained in good repair.

i. Permits: The Contractor shall, without additional expense to the Government, obtain all appointments, licenses, and permits required for the prosecution of the work. The Contractor shall comply with all applicable federal, state, and local laws. Evidence of such permits and licenses shall be provided to the Contracting Officer before work commences.

j. Daily Reports: The Contractor shall submit a "Daily Report to Inspector". A sample form shall be provided to the successful bidder at the pre-performance conference. The form shall be completed daily and delivered to the Government representative by 8:30 a.m. on the working day following the day

the work was performed. Data to be reported includes number of workers by classification, amount of hours worked per day, location and description of work performed, Contractor's quality control inspections, results, and corrective actions taken, weekly material usage and deficiencies reworked.

Tank Farm "A"

Estimate is based on 4,267 Square Yards

Costs for replacing asphalt pavement only
Pavement is to be removed or replaced.



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Although every effort has been made to ensure the accuracy of the information, errors and conditions originating from physical sources to develop the database may be reflected in the data supplied. The user must be aware of data conditions and ultimately bear responsibility for the appropriate use of the information with respect to possible errors, original map scale, collection methodology, currency of the data, and other conditions specific to certain data.

Created by Gerald P Brown Jr. FMD MCAS Cherry Point NC, 285330006

NOTE: THIS MAP IS TO BE USED FOR REFERENCE and FOR OFFICIAL USE ONLY (FOUO)



0 62.5 125 250 Feet

General Decision Number: NC080009 07/24/2009 NC9

Superseded General Decision Number: NC20070009

State: North Carolina

Construction Type: Heavy

Counties: North Carolina Statewide.

SEWER AND WATER CONSTRUCTION PROJECTS AND HEAVY CONSTRUCTION PROJECTS (excluding Dam construction projects).

Modification Number	Publication Date
0	02/08/2008
1	07/25/2008
2	07/24/2009

* SUNC1990-012 02/12/1990

	Rates	Fringes
Bricklayer.....	\$ 7.25	
Carpenter.....	\$ 7.25	
Cement mason.....	\$ 7.25	
Electrician.....	\$ 8.56	
Ironworker.....	\$ 8.20	
Laborers:		
_Air drill operator.....	\$ 7.25	
_Aspphalt raker.....	\$ 7.25	
_General.....	\$ 7.25	
_Pipelayer.....	\$ 7.25	
Millwright.....	\$ 7.25	
Painter.....	\$ 7.25	
Plumber/pipefitter		
.....	\$ 7.42	
Power equipment operators:		
_Aspphalt distributor.....	\$ 7.25	
_Aspphalt finisher.....	\$ 7.25	
_Aspphalt paver.....	\$ 7.25	
_Aspphalt screed.....	\$ 7.25	
_Backhoe.....	\$ 7.25	
_Boring machine.....	\$ 7.25	
_Bulldozer.....	\$ 7.25	
_Crane.....	\$ 7.60	
_Dragline.....	\$ 7.25	
_Drill.....	\$ 7.25	

_Loader.....	\$ 7.25	
_Mechanic.....	\$ 7.25	
_Motor grader.....	\$ 7.25	
_Roller.....	\$ 7.25	
_Scraper-pan.....	\$ 7.25	
_Tractor.....	\$ 7.25	
_Trenching.....	\$ 7.25	
_Well driller.....	\$ 7.25	
Truck driver.....	\$ 7.25	
Boilermakers:		
_All other work.....	\$ 16.20	4.105
_Storage tank erection/repair.....	\$ 12.96	4.105
Fence Installers.....	\$ 7.25	
MANHOLE BUILDER.....	\$ 7.25	
TV & Grouting Technicians.....	\$ 9.21	

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the

Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION