

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 16
2. AMENDMENT/MODIFICATION NO. 0002	3. EFFECTIVE DATE 08-Jul-2011	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)
6. ISSUED BY NAVFAC SOUTHEAST IPT SOUTH CENTRAL BLDG 135, PO BOX 30 NAS JACKSONVILLE JACKSONVILLE FL 32212-0030	CODE N69450	7. ADMINISTERED BY (If other than item 6) See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		X	9A. AMENDMENT OF SOLICITATION NO. N69450-11-R-1762	
		X	9B. DATED (SEE ITEM 11) 29-Jun-2011	
			10A. MOD. OF CONTRACT/ORDER NO.	
			10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer 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 <u>1</u> 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.				
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.				
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).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> 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.) FAR 52.222-23 goal for minority participation is revised and Seed Project site visit info under FAR 52.236-27 is revised. All other terms and conditions 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)		
		TEL:	EMAIL:	
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 08-Jul-2011

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION 00100 - BIDDING SCHEDULE/INSTRUCTIONS TO BIDDERS

The following have been modified:

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

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

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

Goals for minority participation for each trade	Goals for female participation for each trade
32.1%	6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and

(5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is the **State of Georgia, Dougherty County, City of Albany.**

(End of provision)

SECTION 00800 - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

SEED PROJECT

N69450-11-R-1762 Seed Project
Building 2200 Lobby and Snack Bar Renovations
MCLB Albany, GA

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PART 1 PROPOSAL DOCUMENTS

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SECTION 00800	SPECIAL CONTRACT REQUIREMENTS

PARTS 2-6 SPECIFICATIONS/DRAWINGS/ATTACHMENTS

**DD1155 SCHEDULE OF SUPPLIES/SERVICES FOR
N69450-11-R-1762 SEED PROJECT**

[DD1155 is available on NECD under the Additional Documents section of this RFP]

The offeror agrees to perform the work required at the proposed Firm Fixed Price specified below in strict accordance with the terms and conditions and regulatory requirements of this solicitation, as well as those specified in the original contract against which this task order will be issued, if this offer is accepted by the Government in writing within 90 calendar days after the date offers are due. Bid should include all labor, equipment, materials, lower-tier subcontractors, and supplies necessary to complete the activities specified in the solicitation.

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

<u>ITEM NO</u>	<u>SCHEDULE OF SUPPLIES/SERVICE</u>	<u>AMOUNT</u>
0001	Interior renovation of the main lobby at building 2200, Maintenance Center, MCLB Albany per plans and specs provided by NAVFAC SE.	\$ _____
0002	Renovation of the Snack Bar at building 2200, Maintenance Center, MCLB Albany per plans and specs provided by NAVFAC SE.	\$ _____

All post award submittals, correspondence, contact, etc. shall be directed to the office identified in Block 7 of the DD Form 1155. Specific point of contact is:

[name and contact info to be completed at time of award]

SECTION 00100 - INSTRUCTIONS TO OFFERORS

All terms and conditions of Section 00100 of the RFP N69450-11-R-1762 apply to this solicitation with the exception of the following changes:

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

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) An organized site visit has been scheduled for 14 Jul 2011, 10:00AM.

(c) Participants will meet at:

**NAVFAC SE ROICC
BLDG 5500 WALKER AVE.
MCLB ALBANY, ALBANY, GA. 31704**

The point of contact is:

**Base Access: Seletia Middleton, seletia.middleton@navy.mil
Maintenance Center Access: david.slagle@usmc.mil**

Admittance will be made at the Main Gate on Fleming after obtaining a day pass at Bldg 3010. Prior to obtaining day passes, an email shall be forwarded to patricia.a.morgans@navy.mil stating name and company of all contractor attendees. Attendees shall have picture identification and all vehicles must have registration and proof of insurance. All rental cars shall have lease agreement.

(End of provision)

SECTION 00700 - CONTRACT CLAUSES

All terms and conditions of Section 00700 of the RFP N69450-11-R-1762 apply to this solicitation with the exception of the following changes:

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

The Contractor shall be required to (a) commence work under this task order within **15** calendar days after the date of task order award, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than

**Item 0001 - 180 calendar days from date of task order award.
Item 0002 - 180 calendar days from date of task order award.**

The time stated for completion shall include final cleanup of the premises.

(End of clause)

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of

Item 0001 = \$_____ (specific amount to be entered at time of award; the specific amount will be calculated based on the actual task order award amount and the table below)

Item 0002 = \$_____ (specific amount to be entered at time of award; the specific amount will be calculated based on the actual task order award amount and the table below)

for each calendar day of delay until the work is completed or accepted.

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

Project Cost (task order award amount)	Liquidated Damages Per Calendar Day
\$2,000 - \$25,000----->	\$80
\$25,000 - \$50,000----->	\$110
\$50,000 - \$100,000----->	\$140
\$100,000 - \$500,000----->	\$200
For each additional \$100,000 add--->	\$50

(End of clause)

52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)

(a) The Government shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the Government or, where the utility is produced by the Government, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

(b) The Contractor, at its expense and in a workmanlike manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the Government, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

(End of clause)

52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)

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

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

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

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

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

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

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor.

(End of clause)

5252.232-9301 INVOICING PROCEDURES ELECTRONIC (FEB 2009)

(a) In accordance with DFARS Clause 252.232-7003 titled "Electronic Submission of Payment Requests", this contract/order requires use of the DoD Wide Area Workflow (WAWF) system for the submission of invoices. This web-based system, located at <https://wawf.eb.mil>, provides the technology for Government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices will no longer be accepted for payment.

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business Point of Contact (EBPOC), and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides also are available at <http://acquisition.navy.mil/navyaos/content/view/full/3521/>. The most useful guides are "Getting Started for Vendors" and "WAWF Vendor Guide".

(c) Within ten (10) days after award, the designated CCR EBPOC is responsible for activating the company's CAGE code in WAWF by calling 1-866-618-5988 for the DISA WAWF Helpdesk or email cscassig@csd.disa.mil. Once the company's CAGE code is activated, the CCR EBPOC must self-register under the company's CAGE code on WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any

additional persons responsible for submitting invoices must self-register under the company's CAGE code at <https://wawf.eb.mil>.

(d) The contractor shall use the following document type, DODAAC codes with corresponding extensions, and inspection and acceptance locations when submitting invoices in WAWF: **(to be completed at time of award)**

Initial Document Creation requires the following:	
Contract Number	Fill In
Delivery Order Number	Fill In
Cage Code/Ext	Fill In
Pay DoDAAC	Fill In
Document Type	<p>Fill In (pick one of the following, deleting this statement and any information outside the quotation)</p> <p>'Invoice and Receiving Report (Combo)' for a supply contract.</p> <p>'Invoice as 2-in-1 (Services Only)' for contracts paid through DFAS Columbus OH via MOCAS entitlement system, contracts with funded CLINs.</p> <p>'Navy Construction / Facilities Management Invoice' for contracts that have funded SLINs paid using a WAWF DFAS STARS ONE-PAY entitlement system.</p> <p>Contact your WAWF Group Administrator for assistance if required.</p>
On the WAWF "Header Tab" the following is required:	
Issue Date	Fill In
Issue By DoDAAC	Fill In
Admin By DoDAAC	Fill In
Inspect By DoDAAC/Ext	Fill In
Ship To Code/Ext or Service Acceptor	Fill In
Ship From Code/Ext	"LEAVE BLANK"
LPO DoDACC	Fill In
Once Submitted, select "Send More Email Notifications"	
Inspector Email Address	Fill In, if applicable or specify "not applicable"
Accountable Official Email Address	Fill In, if applicable or specify "not applicable"
Operations Assistant (OA) Email Address	Fill In, if applicable or specify "not applicable"
Activity Fund Administrator email Address	Fill In, if applicable or specify "not applicable"

The NAVFAC WAWF point of contact for this contract is Fill In Your POC and can be reached at Fill In Email or Fill In Phone.

Note: Supporting documentation must be attached. File names cannot contain spaces or special characters, except underscore "_" which is an acceptable character. There is NO maximum to the number of files that can be attached to an invoice, however EACH file is limited to a maximum file size UNDER 2 megabytes.

(e) Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to "Send More Email Notifications." Select "Send More Email Notification" and add additional email addresses noted above in the first email address blocks. This additional notification to the Government is important to ensure that the specific acceptor/receiver is aware the invoice documents have been submitted into WAWF.

(f) If you have any questions regarding WAWF, please contact the WAWF DFAS Helpdesk at 877-251-WAWF (9293), ccl-ec-navy-wawf-helpdesk@dfas.mil or the NAVFAC WAWF point of contact identified above in section (d).

(End of clause)

FAC 5252.236-9305 AVAILABILITY OF UTILITIES (JUN 1994)

When available, the Government will furnish reasonable amounts of the following utilities for the work to be performed under this contract at no cost to the contractor. Information concerning the location of existing outlets may be secured from the OIC. The contractor shall provide and maintain, at his expense, the necessary service lines from existing Government outlets to the site of work.

Electric
Water
Compressed Air

Contractor Furnished Utilities. In the event that the Government is unable to provide the required types of utilities, the contractor shall, at his expense, arrange for the required utilities.

Contractor Energy Conservation. The contractor shall be directly responsible for instructing employees in utilities conservation practices. The contractor shall be responsible for operating under conditions which preclude the waste of utilities, which shall include:

- a. Lights shall be used only in areas where and at the time when work is actually being performed.
- b. Mechanical equipment controls for heating, ventilation and air conditioning systems will not be adjusted by the workers.
- c. Water faucets or valves shall be turned off after the required usage has been accomplished.

Telephone Lines. Telephone lines for the sole use of the contractor will not be available. Government telephones shall not be used for personal reasons.

Contractor Availability. The contractor shall maintain a telephone at which he or his representative may be reached 24 hours daily. The telephone shall be listed in the contractor's name. If the contractor does not have a local telephone, he shall maintain a toll free emergency telephone (or accept collect calls from authorized Government personnel) at which he or his representative may be reached at night, weekends and holidays. It is mandatory that the contractor or his representative be available to a toll free telephone 24 hours per day, seven days per week, including holidays. He shall notify the OIC in writing of the mailing address and telephone number within three days after award of this contract and immediately thereafter in the event of change.

(End of clause)

FAC 5252.236-9310 RECORD DRAWINGS (ALTERNATE I) (JUN 1994)

Record drawings will not be required.

(End of clause)

SECTION 00800 - SPECIAL CONTRACT REQUIREMENTS

All terms and conditions of Section 00800 of the RFP N69450-11-R-1762 apply to this solicitation with the exception of the following changes:

DAVIS-BACON WAGE DETERMINATION

General Decision Number: GA100261 06/17/2011 GA261

Superseded General Decision Number: GA20080261

State: Georgia

Construction Type: Building

County: Dougherty County in Georgia.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number	Publication Date
0	03/12/2010
1	04/02/2010
2	05/28/2010
3	06/04/2010
4	07/09/2010
5	08/13/2010
6	10/01/2010
7	10/22/2010
8	06/17/2011

ASBE0048-001 04/01/2010

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 25.07	12.41

CARP0144-010 12/01/2007

	Rates	Fringes
MILLWRIGHT.....	\$ 19.80	7.51

* ELEC1531-001 12/01/2010

	Rates	Fringes
ELECTRICIAN.....	\$ 20.35	4%+9.25

ENGI0474-014 07/01/2010

	Rates	Fringes
Operating Engineers: Boom (over 15 tons), Crane (over 10 tons), Drill, Forklift (15 tons and over), and Hoist (two drum),	\$ 23.30	11.60
Bulldozer, Boom (15 tons and under), Compactor, Excavator, Forklift (under 15 tons), Hoist (one		

drum), Loader, and Scraper..	\$ 21.47	11.60
Crane (over 120 tons).....	\$ 24.30	11.60
Crane (over 250 tons).....	\$ 25.30	11.60
Oiler.....	\$ 19.13	11.60

IRON0387-001 08/01/2009

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 24.04	9.86

PAIN0193-010 07/01/2010

	Rates	Fringes
PAINTER: Brush, Roller, Spray...	\$ 15.05	4.95

PLUM0072-002 08/01/2010

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 26.68	12.15

* SHEE0085-002 08/01/2010

	Rates	Fringes
SHEET METAL WORKER, Includes		
Installation of Metal Roofs		
Buildings over 100,000		
square feet.....	\$ 29.00	12.88
Buildings up to 100,000		
square feet.....	\$ 24.74	11.42

FOOTNOTE: Work on swinging stages, boatswains chairs or scaffolds, booms, or scissors lifts over 50 ft. high: \$1.25 per hour additional.

SUGA2008-173 08/21/2008

	Rates	Fringes
BRICKLAYER.....	\$ 11.65	0.17
CARPENTER.....	\$ 12.37	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 10.09	0.21
IRONWORKER, REINFORCING.....	\$ 11.05	0.21
LABORER: Common or General.....	\$ 8.63	0.00
LABORER: Pipelayer.....	\$ 8.00	0.00
OPERATOR: Backhoe.....	\$ 10.78	0.00

OPERATOR: Grader/Blade.....	\$ 9.00	0.24
OPERATOR: Mechanic.....	\$ 17.95	0.00
OPERATOR: Roller.....	\$ 10.88	0.00
ROOFER (Excluding Metal Roof)....	\$ 10.00	0.00
TILE SETTER.....	\$ 15.00	0.00
TRUCK DRIVER.....	\$ 11.10	1.10

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
=====

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

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

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WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in

which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

END OF GENERAL DECISION

PARTS 2 – 6 - SPECIFICATIONS/DRAWINGS/ATTACHMENTS

MCLB Bldg 2200 Lobby Renovation CDs_Final

MCLB Bldg 2200 Lobby Renovation Project Specification_Final

MCLB Bldg 2200 Snack Bar Renovation CDs_Final

MCLB Bldg 2200 Snack Bar Renovation Project Specifications_F

The above files have been posted to NECO as Additional Documents and can be found under the section at the top of the NECO page (below Solicitation Number) entitled Documents - [Click here for Additional Documents.](#)

(End of Summary of Changes)