

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO. Amendment No. 0005		3. EFFECTIVE DATE 24-JUL-2017		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6) CODE		See Item 6			
U.S ARMY CORPS OF ENGINEERS, OMAHA DISTRICT CONTRACTING OFFICE 1616 CAPITOL AVE. OMAHA, NE 68102-4901				(X)		9A. AMENDMENT OF SOLICITATION NO.	
				☒		W9128F-17-B-0003	
						9B. DATED (SEE ITEM 11) 14-MAR-2017	
				☐		10A. MODIFICATION OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				CODE		FACILITY CODE	

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 1 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 your 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 ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	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 ☐ 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.)

CONSOLIDATED DORMITORY, EGYN 08-3001
CAVALIER AIR FORCE STATION, NORTH DAKOTA

See attached documentation for content of the amendment revisions.

Government Point of Contact: Glenda Canty (402) 995-2059

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		16B. UNITED STATES OF AMERICA	
15C. DATE SIGNED		16C. DATE SIGNED	
(Signature of person authorized to sign)		(Signature of Contracting Officer)	
		24-JUL-2017	

DEPARTMENT OF THE ARMY
Omaha District, Corps of Engineers
1616 Capitol Avenue
Omaha, Nebraska 68102-4901

:NOTICE: Failure to acknowledge : Solicitation No. W9128F 17 B 0003
:all amendments may cause rejec- :
:tion of the bid. See FAR : Date of Issue: 14 MAR 2017
:52.214-3 of Section 00 21 00 : **NEW** Date of Opening: 31 JUL 2017

Amendment No. 0005
24 JUL 2017

SUBJECT: Amendment No. 0005 to Specifications and Drawings for Construction of
Consolidated Dormitory, EGYN 08-3001, Cavalier AFS, ND.
Solicitation No. W9128F 17 B 0003

TO: Prospective Bidders and Others Concerned

1. The specifications and drawings for subject project are hereby modified as follows (revise all specification indices, attachment lists, and drawing indices accordingly).

a. Specifications (New and/or Revised and Reissued). Delete and substitute or add specification pages as noted below. The substituted pages are revised and reissued with this amendment.

<u>Pages Deleted</u>	<u>Pages Substituted or Added</u>
00 10 00	00 10 00*
01 30 00.24	01 30 00.24*
ND170034	ND170034

* - In sections marked with an asterisk, revised language has been highlighted for convenience. All portions of reissued specifications shall apply whether or not changes have been indicated in this manner.

2. This amendment is a part of the bidding papers and its receipt shall be acknowledged on the new Standard Form 1442. All other conditions and requirements of the specifications remain unchanged. If the bids have been mailed prior to receiving this amendment, you will notify the office where bids are opened, in the specified manner, immediately of its receipt and of any changes in your bid occasioned thereby.

a. Hand-Carried Bids shall be delivered to the U.S. Army Corps of Engineers, Omaha District, Contracting Division, 1616 Capitol Avenue, Omaha, Nebraska 68102-4901.

b. Mailed Bids shall be addressed as noted in Item 8 on
Page 00 10 00-1 of Standard Form 1442.

3. Bids will be received until 2:00 p.m., local time at place of bid opening, 31 JUL 2017.

Attachments:
Spec Pages listed in 1.a. above

U.S. Army Engineer District, Omaha
Corps of Engineers
1616 Capitol Avenue
Omaha, Nebraska 68102-4901

24 JUL 2017
jlb/2099

SOLICITATION, OFFER AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGES OF PAGES
	W9128F-17-B-0003	☒ SEALED BID (IFB) ☐ NEGOTIATED (RFP)	14 MAR 2017	1 OF 4

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

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
7. ISSUED BY U.S.ARMY CORPS OF ENGINEERS, OMAHA Contracting Division (CENWO-CT) 1616 Capitol Ave Omaha, Nebraska 68102-4901	CODE CT	8. ADDRESS OFFER TO U.S.ARMY CORPS OF ENGINEERS, OMAHA Attn: CONTRACTING DIVISION (CENWO-CT) 1616 Capitol Ave Omaha, Nebraska 68102-4901
9. FOR INFORMATION CALL:	A. NAME Glenda Canty	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (402) 995-2059

SOLICITATION

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

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

The offeror hereby agrees to do all work described in the documents entitled:

CONSOLIDATED DORMITORY
EGYN 08-3001
CAVALIER AFS, NORTH DAKOTA

RETURN WITH OFFER: INFORMATION REQUIRED BY SECTION 00 10 00 (SF1442 AND CLIN BIDDING SCHEDULE) AND SECTION 00 45 00.

THIS SOLICITATION IS RESTRICTED PARTICIPATION BY SMALL BUSINESS INTERESTS ONLY.

11. The Contractor shall begin performance within 10 calendar days and complete it within 365 calendar days after receiving
☐ award, ☒ notice to proceed. This performance period is ☒ mandatory, ☐ negotiable.

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) ☒ YES ☐ NO	12B. CALENDAR DAYS 10
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 0 copies to perform the work required are due at the place specified in Item 8 by 1400 hours
local time **31 JUL 2017**. If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the
offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee ☒ is ☐ is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by
reference.

D. Offers providing less than 30 calendar days for pricing extension will not be considered and will be rejected.

NSN 7540-01-155-3212

1442-101

STANDARD FORM 1442(REV. 4-85)
Prescribed by GSA
FAR(48 CFR) 53.236-1(d)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)					15. TELEPHONE NO. (Include area code)				
DUNS Number:					16. REMITTANCE ADDRESS (Include only if different than Item 14)				
CODE FACILITY CODE									
17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within 30 calendar days after the date offers are due.									
AMOUNTS		SEE ATTACHED CLIN BIDDING SCHEDULE Contractor's Fax No. _____ Contractor's E-Mail address _____					CAGE CODE _____		
18. The offeror agrees to furnish any required performance and payment bonds.									
19. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)									
AMENDMENT NO.									
DATE									
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					20B. SIGNATURE			20C. OFFER DATE	
AWARD (To be completed by Government)									
21. ITEMS ACCEPTED:									
22. AMOUNT				23. ACCOUNTING AND APPROPRIATION DATA					
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)				ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO ☐ 10 U.S.C. 2304(c) () ☐ 41 U.S.C. 253(c) ()				
26. ADMINISTERED BY CODE U.S. Army Engineer District, Omaha 1616 Capitol Ave. Omaha, Nebraska 68102-4901				27. PAYMENT WILL BE MADE BY USAED Omaha c/o USACE Finance Center 5722 Integrity Drive Millington, TN 38054-5005					
CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE									
☐ 28. NEGOTIATED AGREEMENT (contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.					☐ 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.				
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)					31A. NAME OF CONTRACTING OFFICER (Type or print)				
30B. SIGNATURE			30C. DATE		31B. UNITED STATES OF AMERICA BY			31C. AWARD DATE	

STANDARD FORM 1442 BACK (REV. 4-85)

<u>CONTRACT LINE ITEM BIDDING SCHEDULE</u>					
ITEM NO.	DESCRIPTION	ESIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
BASIC ITEMS					
0001	Entire work complete to construct the Consolidated Dormitory, Cavalier AFS, ND, in accordance with the plans and specifications, excluding Option item(s) listed below.	1	Job	XXX	\$ _____
TOTAL BASIC AMOUNT \$ _____					
<u>OPTION ITEMS</u>					
0002 [Option 1]	Entire work complete to construct northern sidewalks as identified on CS100 and related design documents, in accordance with the plans and specifications.	1	Job	XXX	\$ _____
0003 [Option 2]	Entire work complete to construct a landscaped rock perimeter around the dormitory building as shown on CS100 and related design documents, in accordance with the plans and specifications.	1	Job	XXX	\$ _____
0004 [Option 3]	Entire work complete to provide and install manufactured stone veneer wainscot in lieu of fiber cement siding in said areas as identified on A-200 and related design documents, in accordance with the plans and specifications.	1	Job	XXX	\$ _____
0005 [Option 4]	Entire work complete to procure and install all items in the FF&E (Furniture, Fixtures & Equipment) package per specification section 12 50 00.24 Furniture and Furniture Installation and as shown on drawing I-110 and related design documents, in accordance with the plans and specifications.	1	Job	XXX	\$ _____

0006 [Option 5]	Entire work complete to document, achieve, and certify the dormitory facility for HPSB and federal mandate compliance and LEED “Silver” certification level as required by specification 01 33 29 and related design documents. This also includes providing bike racks as indicated in the design documents.	1	Job	XXX	\$ _____
TOTAL AMOUNT (BASIC PLUS OPTIONS) \$ _____					

NOTES:

1. See 00 21 00, INSTRUCTIONS TO OFFERORS for evaluation of options. The Government reserves the right to exercise: Options 1-3 (CLIN’s 0002-0004) within 90 calendar days after issuance of Notice to Proceed; Option 4 within 365 days after issuance of Notice to Proceed; and Option 5 within 90 calendar days after issuance of Notice to Proceed.
2. Bid prices must be entered for all items of the schedule. Total amounts submitted without bid prices being entered on individual items will be rejected. In case of variation between the Job (lump-sum) prices and the total amount, the lump-sum prices will be considered the bid. In case of variation between the unit prices and the extensions, the unit prices will be considered the bid.
3. A modification to a bid which provides for a single adjustment to the total amounts, should state the application of the adjustment to each respective lump-sum price and unit price affected. If the modification is not so apportioned, the single adjustment will be applied to Item No. 0001.
4. Quantities for unit priced items are estimated only and the respective unit price will prevail in the event of an overrun or underrun subject to General Conditions (Contract Clauses) Clause “Variation in Estimated Quantities”

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SECTION 01 30 00.24

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4/07; Rev 05/14

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- 1.3 LIQUIDATED DAMAGES-CONSTRUCTION
- 1.4 ANTITERRORISM (AT)/OPERATIONS SECURITY (OPSEC) PROVISIONS
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ATTACHMENTS:

Project Sign Details

General Wage Decision No. ND170034

-- End of Section Table of Contents --

SECTION 01 30 00.24

OTHER ADMINISTRATIVE AND SPECIAL REQUIREMENTS
4/07; Rev 05/14

PART 1 GENERAL

Attachments:

Project Sign Details
General Wage Decision No. ND170034

1.1 COMPLETION OF WORK

See Section 00 73 00 SUPPLEMENTARY CONDITIONS (SPECIAL CONTRACT REQUIREMENTS), FAR 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984).

1.2 CONTRACTOR PERFORMANCE EVALUATIONS

Federal Acquisition Regulation (FAR) Subpart 36.201 (Evaluation of Contractor Performance) requires evaluation of the construction contractor's performance throughout the contract period of performance. The United States Army Corps of Engineers (USACE) follows the procedures outlined in Engineering and Construction Bulletin 2014-13 to fulfill this FAR requirement. For construction contracts valued at or above \$650,000.00, including all modifications, the USACE will evaluate Contractor's performance using the web-based Contractors Performance Assessment Reporting System (CPARS). After the USACE drafts an evaluation (interim or final), the Contractor will have the opportunity to access, review, comment and either concur or non-concur with the evaluation in the CPARS system for a period of 60 days. Access to the CPARS system requires either specific software called PKI certification (recommended method) or a username and password. The PKI certification is a Department of Defense recommendation and to provide security in electronic transactions. The certification software could cost approximately \$110 - \$125 per certificate per year and may be purchased from an External Certificate Authorities (ECA) vendor. Current information about the PKI certification process and contacting vendors can be found on the web site: <https://www.cpars.gov>.

1.3 LIQUIDATED DAMAGES-CONSTRUCTION

See Section 00 73 00 SUPPLEMENTARY CONDITIONS (SPECIAL CONTRACT REQUIREMENTS), FAR 52.211-12 LIQUIDATED DAMAGES-CONSTRUCTION (SEPT 2000).

1.4 ANTITERRORISM (AT)/OPERATIONS SECURITY (OPSEC) PROVISIONS

1. AT Level I Training

All Contractor employees, to include subcontractor employees, requiring access to Army installations, facilities and controlled access areas shall complete AT Level I awareness training within 30 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever is applicable. Upon request, the Contractor shall submit certificates of completion for each affected Contractor employee and subcontractor employee, to the COR or to the contracting

officer (if a COR is not assigned), within 5 calendar days after completion of training by all employees and subcontractor personnel. AT Level I awareness training is available at the following website: <http://jko.jten.mil/courses/at11/launch.html>; or it can be provided by the RA ATO in presentation form which will be documented via memorandum.

2. Access and General Protection/Security Policy and Procedures

All contractor and all associated sub-contractors employees shall comply with applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative). The contractor shall also provide all information required for background checks to meet installation/facility access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements (FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel) as directed by DOD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any installation or facility change, the Government may require changes in contractor security matters or processes.

2b. for Contractors Who Do Not Require CAC, But Require Access To A Dod Facility Or Installation

Contractor and all associated sub-contractors employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB) (Army Directive 2014-05 / AR 190-13), applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative, as NCIC and TSDB are available), or, at OCONUS locations, in accordance with status of forces agreements and other theater regulations.

3. Not Used

4. Suspicious Activity Reporting Training (e.g. iWATCH, CorpsWatch, or See Something, Say Something)

The contractor and all associated sub-contractors shall receive a brief/training (provided by the RA) on the local suspicious activity reporting program. This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the project manager, security representative or law enforcement entity. This training shall be completed within 30 calendar days of contract award and within 30 calendar days of new employees commencing performance with the results reported to the COR NLT 5 calendar days after the completion of the training.

5. Contractor Employees Who Require Access to Government Information Systems.

Not Applicable

6. OPSEC Standing Operating Procedure/Plan

Not Applicable

7. OPSEC Training

All new contractor employees will complete Level I OPSEC Training within 30 calendar days of their reporting for duty. Additionally, all contractor employees must complete annual OPSEC awareness training. The contractor shall submit certificates of completion for each affected contractor and subcontractor employee, to the COR or to the contracting officer (if a COR is not assigned), within 5 calendar days after completion of training. OPSEC awareness training is available at the following websites:
<https://www.iad.gov/ioss/> or
<http://www.cdse.edu/catalog/operations-security.html>; or it can be provided by the RA OPSEC Officer in presentation form which will be documented via memorandum.

8. Information Assurance (IA)/Information Technology (IT) Training

Not Applicable

9. Information Assurance (IA)/Information Technology (IT) Certification

Not Applicable

10. Not Used

11. Not Used

12. Handling or Access to Classified Information.

Not Applicable

13. Will be Escorted in Areas Where They May be Exposed to Classified and/or Sensitive Materials and/or Sensitive or Restricted Areas

If applicable, all contract employees, including subcontractor employees who are not in possession of the appropriate security clearance or access privileges, will be escorted in areas where they may be exposed to classified and/or sensitive materials and/or sensitive or restricted areas.

14. Contractor Company to Obtain a Facility Clearance and Individual Clearances at the Appropriate Level

The Prime Contractor Company must have (or will have) a Facility Clearance (FCL) at the appropriate level (IAW the NISPOM DOD 5220.22-M and AR 380-49) prior to the start of the contract awarded period of performance. Contractor personnel performing work under this contract must have the required security clearance, per AR 380-67, at the appropriate level at the start of the period of performance. Security Clearances and FCL requirements are required to be maintained for the life of the contract IAW the DD254 attached to the contract. If no FCL, the supporting Government Contracting Activity will sponsor the prime contract company in obtaining the FCL.

15. Pre-Screen Candidates using E-Verify Program

The Contractor must pre-screen Candidates using the E-verify Program (<http://www.uscis.gov/e-verify>) website to meet the established employment eligibility requirements. The Vendor must ensure that the Candidate has two valid forms of Government issued identification prior to enrollment to ensure the correct information is entered into the E-verify system. An

initial list of verified/eligible Candidates must be provided to the COR no later than 3 business days after the initial contract award.

16. Required Armed Security Guards

Not Applicable

17. Threat Awareness Reporting Program (TARP) Training

All new contractor employees will complete annual Threat Awareness and Reporting Program (TARP) Training provided by a Counterintelligence Agent, IAW AR 381-12 . The contractor shall submit certificates of completion for each affected contractor and subcontractor employee(s) or a memorandum for the record, to the COR or to the contracting officer (if a COR is not assigned), within 5 calendar days after completion of training. Authorized webbased TARP training for CAC card holders is available at the following website: <https://www.us.army.mil/suite/page/655474>

1.5 EXCEPTION TO COMPLETION TIME AND LIQUIDATED DAMAGES

In case the Contracting Officer determines that seeding, sodding, and/or planting and/or the specified maintenance thereof is not feasible during the construction period, such work will be exempt from the completion time and liquidated damages. This work shall be accomplished during the first seeding, sodding, and/or planting period and the specified maintenance period following the completion date.

1.6 COMPUTING COMPLETION DATES FOR NON-WORK PERIOD

No work will be required at the construction site during the period 1 October 2017 through 31 March 2018 inclusive. The days in this period have been included in computing the calendar days for completion of the work. The Contractor may perform work at the site during all or any part of this period upon giving prior written notice to the Contracting Officer. Working during this non-work period shall require approval by the Contracting Officer. No time extensions will be granted for delays during this period.

1.7 BUY AMERICAN STATUTE

1.7.1 General Requirements

The Contractor shall obtain materials in compliance with the Buy American statute per the requirements of Section 00 72 00 GENERAL CONDITIONS (CONTRACT CLAUSES). The Buy American Clauses to be utilized for this contract are based on the estimated acquisition value of the solicitation for all Basic and Options items. Buy American statute clauses are listed below:

FAR 52.225-9 BUY AMERICAN-CONSTRUCTION MATERIALS and FAR 52.225-10 NOTICE OF BUY AMERICAN REQUIREMENT-CONSTRUCTION MATERIALS are applicable For Contracts less than \$7.864 million.

1.7.2 Not Used

1.8 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When

used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-02 Shop Drawings

Equipment Room Drawings; G-RO.

1.9 CONCURRENT CONSTRUCTION

Construction work closely related to and/or located at the site of the work under a concurrent contract will be in progress simultaneously with work under this contract. The Contractor shall cooperate with others as necessary in the interest of timely completion of all work. In the event of interference, the Contracting Officer shall be notified immediately for resolution and his decision shall be final.

1.10 PAYMENT

1.10.1 PROMPT PAYMENT ACT

Pay requests authorized in GENERAL CONDITIONS (CONTRACT CLAUSES) clause: "Payments Under Fixed-Price Construction Contracts", will be paid pursuant to the clause, "Prompt Payment for Construction Contracts". Pay requests will be submitted on ENG Form 93 and 93a, "Payment Estimate-Contract Performance" and "Continuation". All information and substantiation required by the identified contract clauses will be submitted with the ENG Form 93, and the required certification will be included on the last page of the ENG Form 93a, signed by an authorized contractor official and dated when signed. The designated billing office is the Office of the Area Engineer.

1.10.2 PAYMENT FOR MATERIALS DELIVERED OFFSITE

See Section 00 73 00 SUPPLEMENTARY CONDITIONS (SPECIAL CONTRACT REQUIREMENTS) UAI 52.232-5000 PAYMENT FOR MATERIALS DELIVERED OFF-SITE

1.10.3 PAYMENTS FOR SPECIAL MECHANICAL, ELECTRICAL AND ENVIRONMENTAL SYSTEMS

In accordance with the clause "Payment Under Fixed - Price Construction Contracts" which provides for progress payments on estimates of work accomplished which meets the standards of quality established under the contract, \$_____ will be withheld from payment for the purchase, installation and testing of _____ system until all specified performance tests for the _____ system are successfully completed including any necessary corrections/replacements.

1.11 AVAILABILITY OF UTILITY SERVICES

All reasonably required amounts of domestic water and electricity will be made available to the Contractor by the Government from existing system outlets and supplies. The Contractor shall, at his own expense, make all temporary connections and install distribution lines. The Contractor shall furnish to the Contracting Officer a complete system layout drawing showing type of materials to be used and method of installation for all temporary electrical systems. The Contractor shall make arrangements with the Using Service, through the Contracting Officer, as to the method of determining the amount of water and electricity to be used by him and the method of payment therefore. Meters shall be installed by the Contractor to

determine the amount of water and electricity used by him, and such utilities will be paid for by or charged to the Contractor. All temporary lines shall be maintained by the Contractor in a workmanlike manner satisfactory to the Contracting Officer and shall be removed by the Contractor in like manner prior to final acceptance of the construction. Normal quantities of electricity and water used to make final tests of completely installed systems will be furnished by the Government.

1.12 UTILITY SERVICE INTERRUPTIONS

The Contractor shall submit written notification not less than 15 calendar days in advance of each interruption of each utility and communication service to or within existing buildings and facilities being used by others. No single outage will exceed 4 hours unless approved in writing. The time and duration of all outages will be coordinated and approved with the Using Agency by the Contracting Officer.

1.13 DIGGING PERMITS AND ROAD CLOSINGS

The Contractor shall allow 14 calendar days from date of written application to receive permission to dig and to close roads. Roads shall only be closed one lane at a time and vehicular traffic shall be allowed to pass through the construction area. Work on or near roadways shall be flagged in accordance with the safety requirements in Safety and Health Requirements Manual EM 385-1-1, which forms a part of these specifications. Work located along the alert force route shall not cause blockage and the Contractor shall maintain unobstructed access for alert force traffic at all times.

1.14 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER

a. This clause specifies the procedure for the determination of time extensions for unusually severe weather in accordance with the GENERAL CONDITIONS (CONTRACT CLAUSES) clause entitled "Default: (Fixed-Price Construction)." In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

(1) The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

(2) The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the contractor.

b. The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY WORK DAYS BASED ON (5) DAY WORK WEEK

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
24	19	11	4	5	7	7	6	4	3	13	22

c. Upon acknowledgment of the Notice to Proceed (NTP) and continuing throughout the contract, the contractor will record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the contractor's scheduled work day. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph b. above, the contracting officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the GENERAL CONDITIONS (CONTRACT CLAUSES) clause entitled "Default (Fixed Price Construction)". (ER 415-1-15)

1.15 INSURANCE REQUIRED

In accordance with GENERAL CONDITIONS (CONTRACT CLAUSES) clause: "Insurance Work on a Government Installation," the Contractor shall procure the following minimum insurance:

Type	Amount
Workmen's Compensation and Employer's Liability Insurance	\$100,000
General Liability Insurance	\$500,000 per occurrence
Automobile Liability Insurance	
Bodily injury	\$200,000 per person and \$500,000 per occurrence
Property damage	\$ 20,000 per occurrence

(Coverages per FAR 28.307-2)

1.16 SECURITY REQUIREMENTS

1.16.1 Contractor's Employee Identification

The Contractor shall be responsible for furnishing to each employee and for requiring each employee engaged on the work to display such identification as may be approved and directed by the Contracting Officer. All prescribed identification shall immediately be delivered to the Contracting Officer, for cancellation upon release of any employees. When the contract involves work in restricted security areas, only employees who are U.S. citizens will be permitted to enter. Proof of U.S. citizenship is required prior to entry. When required by the Contracting Officer, the Contractor shall obtain and submit fingerprints of all persons employed or to be employed on the project. (Based on FAR 52.204-2)

1.16.2 Entry Requirements

Coordinate additional Security and Entry requirements with the COR at Project Kick-off meeting.

1.17 CONTRACTOR QUALITY CONTROL (CQC)

See Section 01 45 00.00 10 QUALITY CONTROL.

1.18 NONDOMESTIC CONSTRUCTION MATERIALS

The list of excepted nondomestic construction materials or their components referenced in the Buy American Construction Material Contract Clauses includes the list set forth in paragraph 25.104 of the Federal Acquisition Regulation.

1.19 DAILY WORK SCHEDULES AND WEEKLY COORDINATION MEETINGS

In order to closely coordinate work under this contract, the Contractor shall prepare a written agenda/meeting minutes and attend a weekly coordination meeting with the Contracting Officer and Using Service at which time the Contractor shall submit for coordination and approval, his proposed daily work schedule for the next two week period. The Contractor shall provide a copy of modifications (MODs), Serial Letters, Requests for Information (RFIs) and any other information that is needed in the minutes of the meeting. Required temporary utility services, time and duration of interruptions, and protection of adjoining areas shall be included with the Contractor's proposed 2-week work schedule. At this meeting, the Contractor shall also submit his schedule of proposed dates and times of all preparatory inspections to be performed during the next 2 weeks. The items of work listed on the proposed 2-week schedule are to be keyed to the NAS by activity number and description for each activity anticipated to be performed during the next 2-week period. Coordination action by the Contracting Officer relative to these schedules will be accomplished during these weekly meetings. Daily reports shall be completed and given to the Contracting Officer or Representative within 24 hours of work. All official correspondence such as serial letters and RFIs, with attachments are to be provided in one hardcopy original with original signatures and one electronic (Adobe pdf format) copy by email. The Government will consider the correspondence to be received when the hardcopy is received by the designated office.

1.20 AS-BUILT DRAWINGS

See SECTION 01 78 39.00 24 - AS-BUILT DRAWINGS

1.21 SIGN

On commencement of work on this project, the Contractor shall furnish and erect the temporary sign in the location selected by the Contracting Officer near the project site. The Contractor shall maintain the sign in good condition through the project construction period. Upon completion of the project the Contractor shall remove the sign from the premises. The project sign shall conform to standard drawing bound herein. A decal of the "Engineer Castle" and the U. S. Air Force emblem will be furnished the Contractor upon request.

1.22 EQUIPMENT ROOM DRAWINGS

Prior to construction, the Contractor shall prepare and submit room plans for all mechanical, electrical, and communication rooms or similar areas. The plans shall be consolidated for all trades, shall be to scale, and shall show all pertinent structural features. In addition, other items such as doors, windows, and cabinets required for installation and which

will affect the available space, will be shown. All mechanical and electrical equipment and accessories shall be shown to scale in plan and elevation and/or section in their installed positions. All duct work and piping shall be shown.

1.23 CONTRACTOR FURNISHED EQUIPMENT DATA

See Section 01 78 36.00 24 WARRANTY OF CONSTRUCTION for Contractor Furnished Equipment Data to be submitted as part of the Warranty Equipment Booklet.

1.24 PARTNERING

a. The Government intends to encourage the formation of a cohesive partnership with the Contractor. This partnership will be structured to draw on the strengths of each organization to identify and achieve reciprocal goals. The objective is effective contract performance in achieving completion within budget, on schedule and in accordance with plans and specifications. This partnership between the Contractor and the Government will be voluntary and its implementation will not be part of the contract requirements nor will it result in a change to contract price or terms.

b. It is anticipated that immediately after the preconstruction conference, the appropriate Contractor's key personnel and Government key personnel will attend a 2-3 hours informal team building workshop at the Area or Resident Office (as directed).

1.25 PROFIT

a. Weighted guidelines method of determining profit shall be used on any equitable adjustment change order or modification issued under this contract. The profit factors shall be as follows:

Factor	Rate	Weight	Value
Degree of Risk	20	See Item	
Relative difficulty of work	15	b. below	
Size of Job	15		
Period of performance	15		
Contractor's investment	5		
Assistance by Government	5		
Subcontracting	25		
	100		

b. Based on the circumstances of each procurement action, each of the above factors shall be weighted from .03 to .12 as indicated below. The value shall be obtained by multiplying the rate by the weight. The value column when totaled indicates the fair and reasonable profit percentage under the circumstances of the particular procurement.

(1) Degree of Risk. Where the work involves no risk or the degree of risk is very small, the weighting should be .03; as the degree of risk increases, the weighting should be increased up to a maximum of .12. Lump sum items will have, generally, a higher weighted value than the unit price items for which quantities are provided. Other things to consider: the portion of the work to be done by subcontractors, nature of work, where work is to be performed, reasonableness of negotiated costs, amount of labor included in costs, and whether the negotiation is before or after performance of work.

(2) Relative Difficulty of Work. If the work is most difficult and complex, the weighting should be .12 and should be proportionately reduced to .03 on the simplest of jobs. This factor is tied in to some extent with the degree of risk. Some things to consider: the nature of the work, by whom it is to be done, where, and what is the time schedule.

(3) Size of Job. All work not in excess of \$100,000 shall be weighted at .12. Work estimated between \$100,000 and \$5,000,000 shall be proportionately weighted from .12 to .05.

(4) Periods of Performance. Jobs in excess of 24 months are to be weighted at .12. Jobs of lesser duration are to be proportionately weighted to a minimum of .03 for jobs not to exceed 30 days. No weight where additional time not required.

(5) Contractor's Investment. To be weighted from .03 to .12 on the basis of below average, average, and above average. Things to consider: amount of subcontracting, mobilization payment item, Government furnished property, equipment and facilities, and expediting assistance.

(6) Assistance by Government. To be weighted from .12 to .03 on the basis of average to above average. Things to consider: use of Government-owned property, equipment and facilities, and expediting assistance.

(7) Subcontracting. To be weighted inversely proportional to the amount of subcontracting. Where 80 percent or more of the work is to be subcontracted, the weighting is to be .03 and such weighting proportionately increased to .12 where all the work is performed by the Contractor's own forces.

1.26 EXTENDED OVERHEAD

Extended overhead is defined as and shall include field office costs for all personnel, to include but not be limited to, the project superintendent, quality control personnel, and clerical persons, all plant, all utilities, and all supplies which are related to and incurred on a time basis. The unit price inserted in the Bidding Schedule shall be used in determining the amount to be applied to change orders or modifications for field overhead. Personnel, plant, utilities, and supplies referenced above shall not be bid or charged as direct costs on change orders and modifications. Further, the unit price stated shall be applied for each day the contract is extended, excluding time extensions granted under the GENERAL CONDITIONS (CONTRACT CLAUSES) clause entitled: "Default (Fixed-Price Construction)" and that this unit price represents the total amount to be applied for all field overhead including all subcontractors. The percentage used in Item No. 4 of the Bidding Schedule is for evaluation purposes only and shall not be construed as a limitation or a guarantee of the number of days that may be granted under the contract.

1.27 OVERHEAD

Overhead is defined as all overhead costs other than extended overhead costs. Examples include but are not limited to general and administrative home office costs and non-time related field office costs. The percentage for overhead inserted in the Bidding Schedule shall be used in determining the amount to be applied to all change orders or modifications. Further, the stated percentage, when applied to direct costs, represents the total

amount of overhead payable including any and all subcontractors. The percentage used in Item No. 3 of the Bidding Schedule is for evaluation purposes only and shall not be construed as a limitation or a guarantee of the amount of change orders or modifications that may be issued under the contract.

1.28 LABOR CONDITIONS APPLICABLE TO TEMPORARY FACILITIES

It is the position of the Department of Defense that the Davis-Bacon Act, 40 U.S.C. 276a is applicable to temporary facilities such as job headquarters, tool yards, batch plants, borrow pits, sandpits, rock quarries, and similar operations, provided they are dedicated exclusively, or nearly so, to performance of the contract or project, and provided they are adjacent or virtually adjacent to the site of the work and are established after receipt of the proposal or bid. Clause "Payrolls and Basic Records" of the GENERAL CONDITIONS (CONTRACT CLAUSES) is applicable to such operations.

1.29 DRAWING SCALES

All scales shown are based on a standard drawing size of 22" x 34". If any other size drawings are furnished or plotted, the contractor shall adjust the scales accordingly. The Contractor shall also advise his sub-contractors of the above.

1.30 WAGE RATE APPLICATION

Applicable to all work.

1.31 FEDERAL HOLIDAYS

The following Federal legal holidays are observed by this installation:

New Year's Day	1 January
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

If a wage determination applies the number of holidays specified on it, it has priority over this requirement.

1.32 BASE HOURS

Base operation hours are 6:00 a.m. to 6:00 p.m. daily (Monday through Friday), excluding federal holidays. Access to the base during other times must be requested in writing from the Contracting Officer and will be granted only for extenuating circumstances. Federal Holidays and weekends are considered as scheduled non-workdays.

PART 2 NOT USED

PART 3 EXECUTION

3.1 APPENDIX A- CONTRACT DOCUMENT DISTRIBUTION LIST

Appendix A - Contract Document Distribution List

Addressee	No. of Sets
Lance Landon BAE Systems 830 Patrol Systems RD #234 Cavalier AFS, ND 58220	3
Mark Tyborski 21 CES/CENP, Portfolio Optimization 580 Goodfellow St Peterson AFB, CO 80914-2370	2
Scott Newquist HQ AFCEC 3515 So. General McMullen San Antonio, TX 78226-9853	1
Trev Albright 5 Shawnee Road Minot AFB, ND 58705	1
Patrick Quigley 631 Saint Annie St STE101 Rapid City, SD 57701	1
Warren Volden 575 A Tuskegee BLVD Grand Forks AFB, ND 58204	1
Attn: CENWO-CD-S-TS (Quality Assurance) 1616 Capitol Ave CENWO-CD-S-CM Omaha, NE 68102	1
Patricia Lambert 1616 Capitol Ave CENWO-CD-S-CM Omaha, NE 68102	2
Chad Jungman 1616 Capitol Ave CENWO-PM-M Omaha, NE 68102	1
=====	
Total Copies:	13

-- End of Section --

General Decision Number: ND170034 07/07/2017 ND34

Superseded General Decision Number: ND20160034

State: North Dakota

Construction Type: Building

County: Pembina County in North Dakota.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017
1	07/07/2017

BOIL0647-006 01/01/2014

	Rates	Fringes
BOILERMAKER.....	\$ 32.75	26.42

ELEC1426-007 12/01/2016

	Rates	Fringes
ELECTRICIAN.....	\$ 29.77	11.82

ENGI0049-008 05/01/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
GROUP 1.....	\$ 31.60	16.75
GROUP 2.....	\$ 28.95	16.75
GROUP 3.....	\$ 28.35	16.75

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Crane Operator 180' boom or jib and over any combination, all types, Crane Operator 150 tons & over, Overhead Cranes 250 tons & over, Tower Cranes 200' and up, an jib configuration 160' and over.

GROUP 2: All cranes up to 149 tons, Crane Operator up to 179' of Boom or Jib, any combination all types, Gentry Crane operator, Overhead Cranes up to 249 tons, Tower Cranes up to 199' and any jib configuration 159' and under.

GROUP 3: Forklift

IRON0512-010 06/05/2016

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 30.70	9.15

PLAS0633-001 05/01/2015

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 27.90	13.60

* PLUM0300-020 05/29/2017

	Rates	Fringes
PIPEFITTER.....	\$ 35.54	13.82

SUND2012-015 08/18/2014

	Rates	Fringes
BRICKLAYER.....	\$ 24.60	10.28

CARPENTER.....	\$ 19.40	0.00
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 16.68	2.17
IRONWORKER, STRUCTURAL.....	\$ 28.02	15.21
LABORER: Common or General.....	\$ 13.50	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 22.48	4.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 21.23	12.65
OPERATOR: Loader.....	\$ 21.00	12.45
PAINTER (Brush and Roller).....	\$ 20.46	0.00
PLUMBER.....	\$ 20.06	4.45
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 26.80	8.52
SHEET METAL WORKER (HVAC Unit Installation Only).....	\$ 28.88	8.20
TRUCK DRIVER: Dump Truck.....	\$ 20.95	0.00

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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