

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. DAAE20-99-R-5004	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 04/23/99	PAGE OF PAGES 1 / 138
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.			

4. CONTRACT NO. DAAE20-00-D-5004		5. REQUISITION/PURCHASE REQUEST NO. TSON10-1998-0001	6. PROJECT NO. DAAE20-99-R-5004
7. ISSUED BY ACALA AMSTA-AC-PCW-C IL 61299-7630	CODE W52H09	8. ADDRESS OFFER TO W52H09 ACALA AMSTA-AC-PCW-C IL 61299-7630	

9. FOR INFORMATION CALL:	A. NAME Terri Maple email: maplet@ria.army.mil	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) WOO (209) 782-6096
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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):

Job Order Contract (JOC) for repair and minor construction and real property maintenance services in support of Anniston Army Depot, Anniston, AL. This is a best value acquisition; offerors shall submit technical and price proposals in accordance with the evaluation criteria stated in Section M of the solicitation. This acquisition is pursuant to the Small Business Competitiveness Demonstration Program. This acquisition has no size restrictions. The estimated magnitude of the proposed construction is between \$250,000 and \$10,000,000 for the base year and four one-year options. Maximum amount per year is \$10,000,000. Total value not to exceed \$50,000,000. ATTACHMENTS: See Section J. See Section M for evaluation criteria. Special Instructions are located in Section L.

11. The Contractor shall begin performance within _____ * _____ calendar days and complete it within _____ * _____ calendar days after receiving award notice to proceed. This performance period is mandatory, negotiable. (See *Performance period will be stated on each task order.)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS 010
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13. ADDITIONAL SOLICITATION REQUIREMENTS:
- A. *Sealed offers in original and _____ copies to perform the work required are due at the place specified in Item 8 by _____ (hour) local time _____ (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
*See Section A, paragraph A-2, Notice to Offerors - Electronic Bid/Offer Response Required
- 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 _____ calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

14. NAME AND ADDRESS OF OFFEROR (include ZIP Code)

RUST CONSTRUCTORS INC.
1200 CORPORATE DRIVE, STE. 450
BIRMINGHAM, AL 35242

15. TELEPHONE NO. (include area code)

205.995.7171 FAX 205.995.3873

16. REMITTANCE ADDRESS (include only if different than item 14)

RUST CONSTRUCTORS INC.
P. O. BOX 360803M
PITTSBURGH, PA 15230

CODE DIENS 155303365 FACILITY CODE CAGE 0X5S1

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

AMOUNTS

SEE SECTION B, pages 4 - 7.

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

19. ACKNOWLEDGMENT OF AMENDMENTS

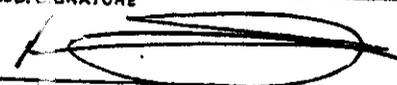
(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)

AMENDMENT NO.	0001	0002	0003						
DATE	5/3/99	5/21/99	5/24/99						

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

R. M. MONTY GLOVER, PRESIDENT & C.E.O.

20B. SIGNATURE



20C. OFFER DATE

June 4, 1999

21. ITEMS ACCEPTED:

AWARD (To be completed by Government)

See Section A.

SUBMIT INVOICES TO:
ANNISTON ARMY DEPOT
SIOAN-PE-1E-RC (James Jenkins)
7 Frankford Avenue
Anniston, AL 36201-4199

22. AMOUNT

\$250,000.00

23. ACCOUNTING AND APPROPRIATION DATA

97XX4930AAP19650000ZGD079N25GBS01002

24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)

ITEM

SEE
BLOCK 21

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

DAAE24

Anniston Army Depot
Directorate of Contracting
7 Frankford Avenue
Anniston, AL 36201-4199

27. PAYMENT WILL BE MADE BY

S11070
Operating Location Rock Island
DFAB-RI-FPV (309-782-9174)
Bldg 68 (FAX 309-782-9993)
Rock Island, IL 61299-8301

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 constitutes 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)

30B. SIGNATURE

30C. DATE

31A. NAME OF CONTRACTING OFFICER (Type or print)

SALLY A. MC GLONE
Contracting Officer

31B. UNITED STATES OF AMERICA

BY *Sally A. Mc Glone*

31C. AWARD DATE

22 OCT 99

Block 21 of SF 1442 Continued.

DAAE20-00-D-5004

RUST CONSTRUCTORS INC.

1. This award is a firm fixed price indefinite delivery indefinite quantity job order contract (FFP IDIQ JOC) in accordance with AFARS 17.90--Job Order Contracts, for repair and minor construction and real property maintenance services in support of Anniston Army Depot, Anniston, AL. The guaranteed minimum amount for the base year and each of the four (4) option periods (if exercised) is \$250,000. The maximum contract value for the base year and each option period is \$10,000,000, with a total value of the contract not-to-exceed \$50,000,000.

2. All terms and conditions of Solicitation DAAE-20-99-R-5004, including Amendment 0001 dated 03 May 99, Amendment 0002 dated 21 May 99, Amendment 0003 dated 24 May 99, and Letter Amendment 0004 (Request for Final Proposal Revision) dated 10 Aug 99, are hereby incorporated and made a part of this contract.

3. The offeror's Technical Proposal and Price Proposal in response to Solicitation DAAE20-99-R-5004, the offeror's Final Proposal Revision dated 12 August 1999, and the offeror's letters agreeing to extend the acceptance period to 31 August 1999, 10 September 1999, 17 September 1999, 24 September 1999, 1 October 1999, 15 October 1999, and 22 October 1999, are hereby incorporated and made a part of this contract at Attachment 001.

4. The dates of the Base Year and 4 Option Years covered by this contract are:

Base Year:	Award to 31 October 2000
Option Year 1:	01 November 2000 to 31 October 2001
Option Year 2:	01 November 2001 to 31 October 2002
Option Year 3:	01 November 2002 to 31 October 2003
Option Year 4:	01 November 2003 to 31 October 2004

5. The period of performance under this contract is for one year with the option to extend - not to exceed a total of 5 years. The following are the coefficients for each of the five pricing periods:

BASE YEAR:

CLIN 0001 - Prepriced Normal Work Hours	.82
CLIN 0002 - Prepriced Other than Normal Work Hours	.84
CLIN 0003 - Nonprepriced Normal Work Hours	1.21
CLIN 0004 - Nonprepriced Other than Normal Work Hours	1.23

OPTION YEAR 1:

CLIN 0005 - Prepriced Normal Work Hours	.82
CLIN 0006 - Prepriced Other than Normal Work Hours	.84
CLIN 0007 - Nonprepriced Normal Work Hours	1.21

CLIN 0008 - Nonprepriced Other than Normal Work Hours	1.23
OPTION YEAR 2:	
CLIN 0009 - Prepriced Normal Work Hours	.82
CLIN 0010 - Prepriced Other than Normal Work Hours	.84
CLIN 0011 - Nonprepriced Normal Work Hours	1.21
CLIN 0012 - Nonprepriced Other than Normal Work Hours	1.23
OPTION YEAR 3:	
CLIN 0013 - Prepriced Normal Work Hours	.82
CLIN 0014 - Prepriced Other than Normal Work Hours	.84
CLIN 0015 - Nonprepriced Normal Work Hours	1.21
CLIN 0016 - Nonprepriced Other than Normal Work Hours	1.23
OPTION YEAR 4:	
CLIN 0017 - Prepriced Normal Work Hours	.82
CLIN 0018 - Prepriced Other than Normal Work Hours	.84
CLIN 0019 - Nonprepriced Normal Work Hours	1.21
CLIN 0020 - Nonprepriced Other than Normal Work Hours	1.23

6. The Government's only liability under this contract is for the guaranteed minimum amount of \$250,000.00 for the base year. Each task order will be individually negotiated based on a specific Scope of Work (SOW) using the R.S. Means Facilities Construction Cost Data Book, 1999 Edition, for the base year. Thereafter, pricing for all option years will be determined by applying the latest edition of the R.S. Means Facilities Construction Cost Data Book in effect at the beginning of the new option period. When an order is placed, the Government will utilize the coefficients to determine the unit price applicable to that particular order, and pricing period, to establish the unit price to be obligated for that award. A firm delivery date will be established in each order.

7. Once the initial Scope of Work for a task order is defined, the guaranteed minimum obligated on the basic contract this date, or an amount less than or exceeding the guaranteed minimum for the base year, will be liquidated on Task Order 0001. Task orders will specify the items to be delivered along with the appropriate Contract Line Item Number (CLIN).

8. The Small Business Subcontracting Plan is accepted and made a part of this contract at Attachment 002.

9. The Taxpayer Identification Code for Rust Constructors Inc. is 13-2740970.

10. General Wage Decision AL990034, Modification No. 03, dated 3 Sep 99, is attached hereto and made a part of this contract at Attachment 003.

Raytheon

**Raytheon Engineers
& Constructors, Inc.
Rust Constructors Inc.**

NO. 1138 2nd Pr P. 1
Birmingham, Alabama
35242-2928 USA
205.995.7171
205.995.7544 fax
P.O. Box 380101
Birmingham, Alabama
35238-0101

October 14, 1999

Ms. Terri Maple
TACOM-Rock Island
Attn: Artillery and Mortars Contracting Group
Building 62
Rock Island, IL 61299-7630

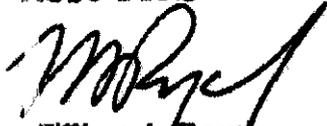
Re: **Solicitation DAAE20-99-R-5004**
JOC ANAD

Ms. Maple:

In response to the Contracting Officer's letter of October 14, 1999, Rust Constructors extends the bid acceptance period for referenced proposal to October 22, 1999.

Sincerely,

RUST CONSTRUCTORS INC.


William A. Royal
Business Development

WAR/ed

Cc: T. Mattox
D. Phillips
M. Glover

SEP. 30. 1999 3:14PM

RUST CONSTRUCTORS

Raytheon Engineers
& Constructors, Inc.
Rust Constructors Inc.

NO. 0873 P. 1
100 Corporate Parkway
Birmingham, Alabama
35242-2928 USA
205.995.7171
205.995.7544 fax
P.O. Box 380101
Birmingham, Alabama
35238-0101

September 30, 1999

Ms. Terri Maple
TACOM-Rock Island
Attn: Artillery and Mortars Contracting Group
Building 62
Rock Island, IL 61299-7630

Re: Solicitation DAAE20-99-R-5004
JOC ANAD

Ms. Maple:

In response to the Contracting Officer's letter of September 30, 1999, Rust Constructors extends the bid acceptance period for referenced proposal to October 15, 1999.

Sincerely,

RUST CONSTRUCTORS INC.



William A. Royal
Business Development

WAR/ed

Cc: T. Mattox
D. Phillips
M. Glover

September 24, 1999

Ms. Terri Maple
IACOM-Rock Island
Attn: Artillery and Mortars Contracting Group
Building 62
Rock Island, IL 61299-7630

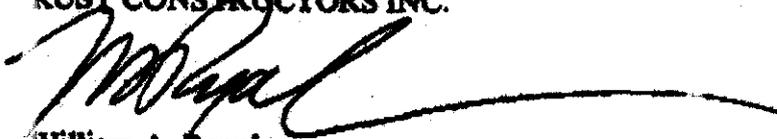
Re: Solicitation DAAE20-99-R-5004
JOC ANAD

Ms. Maple:

In response to the Contracting Officer's letter of September 24, 1999, Rust Constructors extends the bid acceptance period for referenced proposal to October 1, 1999.

Sincerely,

RUST CONSTRUCTORS INC.



William A. Royal
Business Development

WAR/ed

Cc: T. Mattox
D. Phillips
M. Glover

September 16, 1999

Ms. Terri Maple
TACOM-Rock Island
Attn: Artillery and Mortars Contracting Group
Building 62
Rock Island, IL 61299-7630

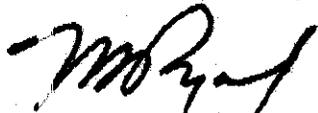
Re: **Solicitation DAAE20-99-R-5004
JOC ANAD**

Ms. Maple:

In response to the Contracting Officer's letter of September 16, 1999, Rust Constructors extends the bid acceptance period for referenced proposal to September 24, 1999.

Sincerely,

RUST CONSTRUCTORS INC.



William A. Royal
Business Development

WAR/ed

Cc: T. Mattox
D. Phillips
M. Glover

Raytheon Engineers
& Constructors
Rust Constructors Inc.

NO. 0477 P. 1
100 Corporate Parkway
Birmingham, Alabama
35242-1928 USA
205.995.6029
205.995.7544 fax
P.O. Box 380101
Birmingham, Alabama
35238-0101

September 9, 1999

Ms. Terri Maple
ACOM-Rock Island
Attn: Artillery and Mortars Contracting Group
Building 62
Rock Island, IL 61299-7630

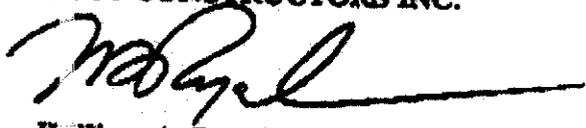
Re: Solicitation DAAE20-99-R-5004
JOC ANAD

Ms. Maple:

In response to the Contracting Officer's letter of September 9, 1999, Rust Constructors extends the bid acceptance period for referenced proposal to September 17, 1999.

Sincerely,

RUST CONSTRUCTORS INC.



William A. Royal
Business Development

WAR/ed

Cc: T. Mattox
D. Phillips
M. Glover

Raytheon

**Raytheon Engineers
& Constructors, Inc.**
Rust Constructors Inc.

NO. 0062 P. 1
100 Corporate Parkway
Birmingham, Alabama
35242-2928 USA
205.995.7171
205.995.7544 fax
P.O. Box 390101
Birmingham, Alabama
35238-0101

August 24, 1999

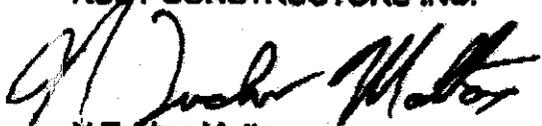
Contracting Officer
TACOM - Rock Island
Attn: AMSTA-LC-CFA-C / Terri Maple
Rock Island, IL 61299-7630

RE: Bid Acceptance Period
DAAE20-99-R-5004

In reply to the Contracting Officer's letter of August 23, 1999, Rust Constructors Inc. extends the Bid Acceptance period for the Anniston Army depot JOC project to September 10, 1999.

Sincerely,

RUST CONSTRUCTORS INC.



N Tucker Mattox
Vice President

NTM/ed

Cc: Donnie Phillips
Bill Royal
Tom Kassa

Raytheon

**Raytheon Engineers
& Constructors, Inc.**
Rust Constructors Inc.

100 Corporate Parkway
Birmingham, Alabama
35242-2928 USA
205.995.7171
205.995.7544 fax
P.O. Box 380101
Birmingham, Alabama
35238-0101

July 27, 1999

Contracting Officer
TACOM - ACALA
Attn: AMSTA-LC-CFA-C / Terri Maple
Rock Island, IL 61299-7630

RE: Bid Acceptance Period
DAAE20-99-R-5004

In reply to the Contracting Officer's letter of July 26, 1999, Rust Constructors Inc. extends the Bid Acceptance Period for the Anniston Army Depo JOC project to August 31, 1999.

Sincerely,

RUST CONSTRUCTORS INC.



N Tucker Mattox
Vice President

NTM/ed

Cc: Donnie Phillips
Bill Royal
Tom Kassa

**ATTACHMENTS 001 AND 002 ARE PROPRIETARY AND
NOT INCLUDED WITH THIS DOCUMENT.**

DAAE20-00-D-5004



General Decision Number AL990034

General Decision Number AL990034

Superseded General Decision No. AL980034

State: Alabama

Construction Type:

HEAVY

County(ies):

BLOUNT JEFFERSON TUSCALOOSA
CALHOUN SHELBY WALKER
ETOWAH ST CLAIR

HEAVY CONSTRUCTION PROJECTS (does not include Sewer & Water Line Construction Projects)

Table with 2 columns: Modification Number, Publication Date. Rows 0-3.

COUNTY(ies):

BLOUNT JEFFERSON TUSCALOOSA
CALHOUN SHELBY WALKER
ETOWAH ST CLAIR

BRAL0001A 09/01/1997

Table with 3 columns: Description, Rates, Fringes. Row 1: BLOUNT, JEFFERSON SHELBY AND ST. CLAIR COUNTIES...

BRAL0004A 03/01/1993

Table with 3 columns: Description, Rates, Fringes. Row 1: TUSCALOOSA AND WALKER COUNTIES...

BRAL0011A 07/01/1997

Table with 3 columns: Description, Rates, Fringes. Row 1: CALHOUN & ETOWAH COUNTIES: BRICKLAYERS...

CARP1203A 05/01/1997

Table with 3 columns: Description, Rates, Fringes. Row 1: TUSCALOOSA COUNTY CARPENTER...

CARP1203B 05/01/1997

Table with 3 columns: Description, Rates, Fringes. Row 1: BLOUNT, JEFFERSON, SHELBY, WALKER, & that portion of St.Clair Co. West of Hwy. 231...

CARP1203C 05/01/1997

Table with 3 columns: Description, Rates, Fringes. Row 1: CALHOUN, ETOWAH & REMAINDER OF ST. CLAIR COUNTY CARPENTER...

ELEC0136A 06/01/1994

	Rates	Fringes
ELECTRICIANS	16.00	4.01
CABLE SPLICERS	16.00	4.01

ENGI0312A 05/01/1999

	Rates	Fringes
GROUP 1	16.22	4.25
GROUP 2	15.50	4.25
GROUP 3	14.96	4.25
GROUP 4	14.14	4.25
GROUP 5	*	

GROUP 1: Asphalt Plant; Asphalt Spreader; Backhoe; Boat Operator (inboard); Boom Tractor; Bulldozer; Cableway; Cheery Picker; Compressor-2 or more within 200 ft. radius; Concrete Plants-stationary; Mixer Operator; Concrete Pump; Conveyor 2 or more up to 4; Core Driller-crane-derrick-dragline-deck hoist on construction barges; Crane-hydro; Dinky Locomotive Distributors-Bituminous Surface; Dredge Operator; Farm Tractor with attachments (30 hp or more-which are an integral part of tractor); Forklift; Front End Loader; Gradall; Headhouse Operator, Heavy Duty; Mechanic; Hoist-2 drums or more; Ice Plant in connection with concrete mixer-5 bags or over; Motor Graders; Piledriver; Push Tractor; Quarry Master & Rock Crusher; Roller-Asphalt; Scraper; Scraper in Tandem (operator to receive \$.25 per hour for each additional scraper); Shovel; Trenching Machine & all similar equipment.

GROUP 2: Crawler, Tractor; Hoist Drum; Pumps-2 or more 4" & over, under 5 within 200' radius; Roller (other than asphalt); Winch Truck; Well Point & Other equipment used for dewatering.

GROUP 3: Air Compressor; Blade Grader-pull type; Farm Tractor with attach.; Finishing Machine--screed mounted self-propelled; Mixer under 5 bags.

GROUP 4: Outboard boats; Air Compressor-125 & under; Conveyor-1, tended by oiler; Pump--under 4" or under; Welding Machine-3 or under; Oiler in-board boats, Deckhand.

GROUP 5: Engineers receive .25 per hour operating equipment with boom 100 feet and over; & .50 per hour operating equipment with boom 200 feet and over.

* IRON0092A 09/01/1999

	Rates	Fringes
IRONWORKER (STRUCTURE & REINFORCING)	17.00	5.86

LABO0559A 05/01/1995

	Rates	Fringes
BLOUNT, JEFFERSON, ST. CLAIR, SHELBY, & WALKER COUNTIES		
LABORERS:		
GROUP 1	11.30	2.55+a
GROUP 2	11.12	2.55+a
GROUP 3	11.25	2.55+a
GROUP 4	12.13	2.55+a
GROUP 5	11.61	2.55+a
GROUP 6	12.04	2.55+a
GROUP 7	12.95	2.55+a
TUNNEL WORK (Free Air)		
GROUP 1	12.10	2.55+a
GROUP 2	11.61	2.55+a
GROUP 3	11.78	2.55+a
GROUP 4	11.97	2.55+a

FOOTNOTES:

a: Paid Holidays: Labor Day, New Year's Day, Fourth of July, Thanksgiving Day, Friday following Thanksgiving and Christmas Day.

LABORER CLASSIFICATIONS

GROUP 1: Side Rail Setter; Asphalt Lute Men; Asphalt Raker; Air Tool Operators; Dry Cement Handlers (Bulk or Operators; Concrete Saw Operator; Vibrator

- Operators.
 - GROUP 2: General Laborers; Hand Blade Operators; Batch Truck Dumpers; Fire Watcher
 - GROUP 3: Mortar Mixer; Mucker; Pipelayers
 - GROUP 4: Blasters; Powdermen
 - GROUP 5: Wagon Drill Operator, Demolition Burner, Hydro Blaster
 - GROUP 6: Caisson Holeman (10' dia.); Asbestos Abatement, Lead Abatement, & Hazardous Waste
 - GROUP 7: Oxagon operator
- TUNNEL WORK (Free Air) CLASSIFICATION
- GROUP 1: Tunnel Miner
 - GROUP 2: Tunnel Laborer
 - GROUP 3: Chuck Tender
 - GROUP 4: Pneumatic Concrete Gun Operator & Nozzlemen

LABO0559B 05/01/1997

	Rates	Fringes
CALHOUN, ETOWAH, & TUSCALOOSA COUNTIES		
LABORERS:		
GROUP 1	11.19	2.85+a
GROUP 2	11.01	2.85+a
GROUP 3	11.14	2.85+a
GROUP 4	11.90	2.85+a
GROUP 5	11.50	2.85+a
GROUP 6	11.92	2.85+a
GROUP 7	12.84	2.85+a
TUNNEL WORK:		
GROUP 1	11.98	2.85+a
GROUP 2	11.50	2.85+a
GROUP 3	11.68	2.85+a
GROUP 4	11.87	2.85+a

FOOTNOTES:

a: Paid Holidays: Labor Day, New Year's Day, Fourth of July, Thanksgiving Day, Friday following Thanksgiving and Christmas Day.

LABORER CLASSIFICATIONS

- GROUP 1: Side Rail Setter; Asphalt Lute Man; Asphalt Raker; Air Tool Operators; Dry Cement Handlers (Bulk or Bag); Chain Saw Operators; Concrete Saw Operator; Vibrator Operators
 - GROUP 2: General Laborers; Hand Blade Operators; Batch Truck Dumpers; Fire Watcher
 - GROUP 3: Mortar Mixer; Mucker; Pipelayers
 - GROUP 4: Blasters; Powdermen
 - GROUP 5: Wagon Drill Operator, Demolition Burner, Hydro Blaster
 - GROUP 6: Caisson Holeman (10' dia.); Asbestos Abatement, Lead Abatement, & Hazardous Waste
 - GROUP 7: Oxagon Operator
- TUNNEL WORK CLASSIFICATION
- GROUP 1: Tunnel Minor
 - GROUP 2: Tunnel Laborer
 - GROUP 3: Chuck Tender
 - GROUP 4: Pneumatic Concrete Gun Operator & Nozzleman

PLAS0062A 05/01/1999

	Rates	Fringes
CEMENT MASONS & PLASTERERS:		
CALHOUN, ETOWAH, & TUSCALOOSA		
COUNTIES:	17.32	

PLAS0062B 05/01/1999

	Rates	Fringes
BLOUNT, JEFFERSON, ST. CLAIR, & SHELBY COUNTIES:		
CEMENT MASONS	17.86	
PLASTERERS	18.03	

PLUM0091A 09/01/1998

	Rates	Fringes
BLOUNT, JEFFERSON, SHELBY, WALKER, & that portion of ST. CLAIR CO. west of & including Pell City PIPEFITTERS & PLUMBERS	19.65	4.19

PLUM0372A 01/01/1999		
	Rates	Fringes
Tuscaloosa County. Plumbers, Pipefitters	19.60	2.20

PLUM0498A 04/01/1999		
	Rates	Fringes
CALHOUN & ETOWAH COUNTIES. PLUMBERS AND PIPEFITTERS	18.66	5.00 + a
a. 4 paid holidays: July 4th, Labor Day, Thanksgiving Day, and Christmas Day		

TEAM0612A 05/01/1999		
	Rates	Fringes
TRUCK DRIVERS:		
Up to 1 1/2 tons	15.55	
1 1/2 up to 3 tons;		
Tractors pulling material wagons	15.75	
3 tons up to 5 tons	16.19	
5 tons & up	16.52	
Concrete truck 6 cy & over cap.; Off Road Truck	16.91	

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

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request

review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

4.) All decisions by the Administrative Review Board are final.
END OF GENERAL DECISION

