REQUEST FOR QUOTATIONS *(THIS IS NOT AN ORDER)*	THIS RFQ [X] IS [ ] IS NOT A SMALL BUSINESS SET-ASIDE	PAGE 1 OF PAGES 47

1. REQUEST NO.	2. DATE ISSUED	3. REQUISITION/PURCHASE REQUEST NO.	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
N40085-15-Q-7515	11-Feb-2015			

5a. ISSUED BY
NAVFAC MID ATLANTIC
PWD PHILADELPHIA
4921 S. BROAD STREET
BLDG 1, 2ND FLOOR
PHILADELPHIA PA 19112

6. DELIVER BY *(Date)*
SEE SCHEDULE

7. DELIVERY
[X] FOB DESTINATION [ ] OTHER *(See Schedule)*

5b. FOR INFORMATION CALL: *(Name and Telephone no.) (No collect calls)*
JESSICA L. NELSON (215) 897-8877

8. TO: NAME AND ADDRESS, INCLUDING ZIP CODE

9. DESTINATION *(Consignee and address, including ZIP Code)*
NAVFAC MID ATLANTIC
MARK GALLAGHER
4921 S. BROAD ST
PHILADELPHIA PA 19112
TEL: 215-897-4958 FAX:

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS:
(Date) 25-Feb-2015

IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.

11. SCHEDULE *(Include applicable Federal, State, and local taxes)*

ITEM NO. (a)	SUPPLIES/ SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	SEE SCHEDULE				

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS %	b. 20 CALENDAR DAYS %	c. 30 CALENDAR DAYS %	d. CALENDAR DAYS No. %

NOTE: Additional provisions and representations [ ] are [ ] are not attached.

13. NAME AND ADDRESS OF QUOTER *(Street, City, County, State, and ZIP Code)*	14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION	15. DATE OF QUOTATION
	16. NAME AND TITLE OF SIGNER *(Type or print)*	TELEPHONE NO. *(Include area code)*

Section A - Solicitation/Contract Form

INFORMATION
THIS CONTRACT SHALL BE FIRM FIXED PRICE AND IN ACCORDANCE WITH THE SIMPLIFIED ACQUISITION PROCEDURES AUTHORIZED BY FAR PART 13.

THIS PROCUREMENT IS SET ASIDE FOR 100% SET-ASIDE FOR SMALL BUSINESS CONCERNS ELIGIBLE UNDER THE NAICS 238990 WITH A SIZE STANDARD OF $15,000,000.00.

CONSTRUCTION WAGE DETERMINATION No.: PA150005 01/09/2015 PA5 APPLIES TO THIS RFQ.

BASIS FOR AWARD: The lowest offeror for purposes of award shall be the conforming, responsive, responsible offeror with the lowest total price of Contract Line Item(s) *(0001 – 0004)* CLIN prices are to be summarized from the detailed line items listed in the Schedule and any accompanying exhibits. Quotes are to be submitted for each line item listed. Quotes are solicited on an "all or none" basis. Failure to submit quotes for all items and quantities listed shall be cause for rejection of the quote.

THE REQUEST FOR QUOTE (RFQ) IS DUE ON OR BEFORE **25 FEBRUARY 2014** AT 3:00PM EASTERN TIME. THE QUOTE MAY BE FAXED TO 215-897-6932 OR HAND CARRIED OR MAILED (HARD COPY), TO THE ADDRESS LISTED IN BLOCK 5a OF THE SF 18.

THE ESTIMATED MAGNITUDE FOR THIS CONSTRUCTION PROJECT IS LESS THAN $100,000.00.

NOTE: REMARKS AND EXPLANATIONS ADDRESSED SHALL NOT BE DEEMED OR CONSTRUED TO CONSTITUTE ANY REPRESENTATION OR WARRANTY BY THE DOD, OR A LEGALLY BINDING AGREEMENT, CONTRACT OR COMMITMENT BETWEEN THE DOD AND ANY OTHER PARTY, OR ALTER THE TERMS AND CONDITIONS OF THE SOLICITATION.

ALL OFFERORS SHALL HAVE A CURRENT REGISTRATION IN THE SYSTEM FOR AWARD MANAGEMENT (SAM) HTTPS://WWW.SAM.GOV/PORTAL/PUBLIC/SAM AND POSSESS A CURRENT DUNS NUMBER. NO AWARD SHALL BE MADE TO ANY OFFEROR WHO DOES NOT MEET THESE REQUIREMENTS.

IT IS THE CONTRACTOR'S RESPONSIBILITY TO CHECK NECO WEBSITE, WWW.NECO.NAVY.MIL FOR ALL AMENDMENTS TO THE SUBJECT SOLICITATION.

PROJECT LOCATION:
Philadelphia Naval Business Center, Building 633, Philadelphia, PA 19112 and
The Naval Support Facility, 700 Robbins Avenue Philadelphia, PA 19111, Buildings 2C, 5B and 26.

GOVERNMENT POINTS OF CONTACT FOR THIS PROJECT ARE:

Contract Specialist:
Ms. Jessica Nelson,
Email: jessica.nelson@navy.mil

NOTE: ALL TECHNICAL INQUIRIES SHALL BE ADDRESSED TO JESSICA NELSON AT THE ABOVE EMAIL ADDRESS, PLEASE ATTACH ALL INQUIRIES AS WORD DOCUMENTS.

Please contact Mr. Gallagher NLT 2/18/2015 if you are interested in attending the site visit.

Government Inspector/**Site Visit POC for Philadelphia Naval Business Center:**
Mr. Mark Gallagher, (215) 897-4958
Email: mark.j.gallagher@navy.mil

Site 2 (NSA-Philadelphia PA):

For GPS or mapping software purposes, recommend using the intersection of Robbins and Oxford Ave, Philadelphia, PA 19111 or 6311 Oxford Ave, Philadelphia, PA 19111 for the above location.

Attendees should be aware that no answers will be provided to verbal questions asked during the site visit. Attendees are requested to provide all questions that they may have during the site visit be in written format and emailed to the contract specialist, Jessica Nelson at Jessica.nelson@navy.mil. The answers to the questions will be posted as an amendment to the RFP on www.neco.navy.mil. No hard copies will be sent out to contractors.

In addition, the list of the site visit attendees will not be made available. Contractors are encouraged to register as an Interested Vendor on the Navy Electronic Commerce Online, www.neco.navy.mil, with the specific solicitation of interest.

NOTE: Remarks and explanations addressed during the site visit shall not be deemed or construed to constitute any representation or warranty by the DOD, or a legally binding agreement, contract or commitment between the DOD and any other party, or alter the terms and conditions of the solicitation.
Reminder: It is the contractor's responsibility to check the NECO website, www.neco.navy.mil, for all amendments to the subject solicitation.

CLAUSES INCORPORATED BY REFERENCE

52.219-6	Notice Of Total Small Business Set-Aside	NOV 2011

CLAUSES INCORPORATED BY FULL TEXT

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2014)

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

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (b) of this provision.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is **238990**.

(2) The small business size standard is **$15,000,000.00.**

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(c) Representations. (1) The offeror represents as part of its offer that it [___] is, [___] is not a small business concern. (2) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [___] is, [___] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [___] is, [___] is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.] The offeror represents as part of its offer that--

(i) It [___] is, [___] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [___] is, [___] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: ___ --.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.] The offeror represents as part of its offer that--

(i) It [___] is, [___] is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [___] is, [___] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: ___ --.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [___] is, [___] is not a veteran-owned small business concern.

(7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.] The offeror represents as part of its offer that it [___] is, [___] is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It [___] is, [___] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It [___] is, [___] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(8)(i) of this provision is accurate for each HUBZone small business concern

participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: ___ --.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Each		
	Asbestos Removal Services - Bldg. 633 FFP The contractor shall provide all labor, material, equipment, supplies and supervision perform asbestos pipe lagging removal, asbestos encapsulation and asbestos tile removal at Bldg. 633 at PNY, PA and Bldgs 2C, 5B and 26A at NSA-P, PA. FOB: Destination				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1	Each		
	Asbestos Removal Services - Bldg. 2C FFP The contractor shall provide all labor, material, equipment, supplies and supervision perform asbestos pipe lagging removal, asbestos encapsulation and asbestos tile removal at Bldg. 633 at PNY, PA and Bldgs 2C, 5B and 26A at NSA-P, PA. FOB: Destination				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1	Each		

Asbestos Removal Services - Bldg. 5B
FFP
The contractor shall provide all labor, material, equipment, supplies and supervision perform asbestos pipe lagging removal, asbestos encapsulation and asbestos tile removal at Bldg. 633 at PNY, PA and Bldgs 2C, 5B and 26A at NSA-P, PA.
FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		1	Each		

Asbestos Removal Services - Bldg. 26A
FFP
The contractor shall provide all labor, material, equipment, supplies and supervision perform asbestos pipe lagging removal, asbestos encapsulation and asbestos tile removal at Bldg. 633 at PNY, PA and Bldgs 2C, 5B and 26A at NSA-P, PA.
FOB: Destination

NET AMT

Section C - Descriptions and Specifications

SOW
REFERENCE NUMBER: BZTWYT

SPECIFICATIONS AND CONDITIONS

SECTION 1: GENERAL

1.1 GENERAL DESCRIPTION: Contractor shall provide all labor, material, equipment, supplies and supervision perform asbestos pipe lagging removal, asbestos encapsulation and asbestos tile removal. The work is located at the Philadelphia Naval Business Center and the Naval Support Activity- Philadelphia. Refer to Section 2 for detailed description of work.

1.2 LOCATION: Philadelphia Naval Business Center, Building 633, Philadelphia, PA 19112 and the Naval Support Facility, 700 Robbins Avenue Philadelphia, PA 19111, Buildings 2C, 5B and 26. A representative of the Officer in Charge, NAVFAC Contracts, will indicate the exact location.

1.3 TIME OF COMPLETION: Work shall be prosecuted diligently and shall be completed for use within 75 calendar days of award. The time stated for completion shall include final clean up of the premises. Contractor is required to furnish proof of any cause for delay and must request an extension of the completion date in writing through the Contracting Officer.

1.4 GOVERNMENT POINT OF CONTACT: The Government Representative, Mr. Mark Gallagher, 215-897-4958 is a representative of the Contracting Officer. All scheduling and coordination will be through the Government Representative.

1.5 PAYMENT: Will be made in one lump sum after completion and acceptance of the work by the Government Representative. All Payments will be made in accordance with WAWF.

1.6 GOVERNMENT FURNISHED MATERIALS/UTILITIES: The Government will furnish the following utility services at existing outlets, for use as may be required for the work to be performed under the contract: electricity and fresh water. Information concerning the location of existing outlets may be obtained from the Contracting Officer. The Contractor shall provide and maintain, at his/her expense, the necessary service lines from existing Government outlets to the site of the work.

Utilities specified above will be furnished at no cost to the Contractor. In the event that the Government is unable to provide the required types of utilities, the Contractor shall, at his/her expense, arrange for the required utilities.

1.7 PROSECUTION OF WORK: Work shall be performed during normal duty hours 0700-1600, Monday through Friday. No work shall be performed after normal duty hours or on Government holidays unless authorized by the Contracting Officer.

1.8 CLEAN-UP OF SITE: Shall be performed on a daily basis. The Contractor shall remove all debris generated by the work off station. Contractors are not permitted to use Government dumpsters or other Contractor dumpsters for disposal of debris.

1.9 DUST CONTROL: The amount of dust resulting from demolition shall be controlled to prevent the spread of dust to occupied portions of the construction site and to avoid creation of a nuisance in the surrounding area. Use of water will not be permitted when it will result in, or create, hazardous or objectionable conditions such as ice, flooding and pollution.

1.10.1 SUBMITTALS:

The Contractor shall submit the following within five (5) calendar days after award:

1.10.1 Activity Hazard Analysis to cover all aspects of the job in accordance with EM 385-1-1. See Attachment 1 for blank form and paragraph 3.6.2 for additional information.
1.10.2 Attachment 2 Mobile Construction Equipment
1.10.3 Attachment A Lift Plan
1.10.4 Licenses and Certifications for Asbestos Removal in the City of Philadelphia, PA

Submittals will be approved by the Government representative prior to the start of work.

1.11 SITE VISIT: Contact the Government Representative to arrange a site visit if one has not already been scheduled. Contractor shall verify all conditions, dimensions and methods at site.

1.12 LIST OF ATTACHMENTS:

1.12.1 Attachment 1: Activity Hazard Analysis.
1.12.2 Attachment 2: Mobile Construction Equipment
1.12.3 Attachment 3: Site map PNBC
1.12.4 Attachment 4: Site Map NSA-P
1.12.5 Attachment A: Lift Plan

SECTION 2: DETAILED DESCRIPTION: The Contractor shall provide all labor, material, tools, equipment, supplies and supervision to perform the following work***. All work shall be performed in accordance with EM 385-1-1.***

2.1 Apply, monitor and remove (upon completion of work) proper lockout and tag out devices in accordance with the U. S. Army Corps of Engineers Safety and Health Requirements Manual, EM-385-1-1. Coordinate all Lockout/Tag out control activities with the Government Quality Assurance Representative or other designated Government representative. The Contractor shall also follow all City of Philadelphia, PA regulations in the performance of all work

PNBC Building 633 – Northeast side of building above the LSD-41test site:

2.2 The Contractor shall remove approximately 4' of asbestos pipe insulation each from the two main steam lines (8 LF total) located in the loft area above the LSD-41 test site where the piping goes into a sleeve at the roof.

2.3 The Contractor shall erect staging to safely perform this work and erect the proper containment to prevent contamination of any other areas of the building.

NSA-P Building 5B – Warehouse area

2.4 The Contractor shall encapsulate eleven (11) support hangers that have asbestos covering on them. The hangers are located in the overhead of the warehouse and will require a lift to reach the work area.

Building 26 – 2nd floor canteen area

2.5 The Contractor shall provide a proper containment area for the removal of asbestos tiles to prevent contamination of adjacent areas. There are two sets of tiles to be removed from the floor. The existing floor area is approximately 850 SF and contains 12" x 12" tiles on top of 9" x 9" tiles. The tiles are VCT and asbestos tiles. The Contractor shall remove floor tiles and mastic down to a bare floor.

Building 2C – purchase files area to include office, restroom, closet, and file room.

2.6 The Contractor shall also remove and dispose of the overhead ceiling. The ceiling is comprised of acoustic tiles glued with mastic to a masonite board sub-base. The mastic has tested positive for asbestos and is adhered to both surfaces. Remove all and dispose of as asbestos contaminated material. The overhead ceiling is approximately 19’ x 15’ in the office area, 4’6” x 11’ in the restroom, and 4’6” x 8’ in the closet (approx. 372 SF).

2.7 The Contractor shall remove asbestos pipe insulation from all of the piping located along the wall (rest room floor to overhead) and in the overhead (app. 260 LF total). The piping is located in the rest room, closet and file room at this location and goes across the newer hallway adjacent to the office space. The piping is ¾” to 1” piping. **Note: There is an active spill located in the closet.**

2.8 The Contractor shall remove and dispose of the doors and frames that separate the office area from the rest room and closet spaces. The Contractor shall also remove the two windows and frames form the north side exterior wall. The windows, doors and frames are contaminated with lead paint and shall be treated and disposed of in accordance with all regulations and guidelines. The Contractor shall provide a method for securing the window openings to prevent intrusion by persons or the elements upon completion of the window removal.

2.9 The Contractor shall also remove and dispose of the asbestos tile in the office, rest room, and closet areas. The tile and mastic have tested positive for asbestos. Remove all and dispose of as asbestos contaminated material. The floor area is approximately 372 SF and has 9” x 9” tiles. The tiles are asbestos tiles. The Contractor shall remove floor tiles and mastic down to a bare floor.

All Work

2.10 All containment areas shall be encompassed in a single enclosure constructed of six (6) mil polyvinyl chloride at a minimum.

2.11 All materials, shelving and other obstructions are removed from the area prior to commencement of work.

2.12 The Government will provide 3rd Party Air Monitoring services under a separate contract.

2.10 All work shall be coordinated with the Government Quality Assurance Representative.

SECTION 3: ADMINISTRATIVE AND SAFETY REQUIREMENTS

3.1 Directives: The Contractor and his employees shall comply with all referenced regulations, directives, and instructions. Applicable Department of Defense (DOD), Secretary of the Navy (SECNAV), Chief of Naval Operations (OPNAV), and other directives, instructions, and regulations are available from the Contracting Officer.

3.2 Station Regulations:

3.2.1 The Contractor and his employees shall become acquainted with and obey all Government regulations as posted.

3.2.2 The Contractor shall participate actively in the activity energy conservation program. The Contractor shall comply with the base energy conservation program and shall become familiar with its requirements. The Contractor superintendent shall represent the Contractor's interests at all meetings of the activity's Energy Conservation and Resource Management Committee. Use of high-energy consuming tools or equipment will be approved by the Contracting Officer prior to use.

3.3 Fire Protection: The Contractor and his employees shall know where fire alarms are located and how to turn them on. The Contractor shall handle and store all combustible supplies, materials, waste and trash in a manner that

prevents fire or hazards to persons, facilities, and materials. Contractor employees operating critical equipment shall be trained to properly respond during a fire alarm or fire in accordance with activity instructions.

3.4 Environmental Protection: The Contractor shall comply with all federal, state and local environmental protection laws and the regulations and standards. The Contractor shall coordinate all environmental protection matters with the Contracting Officer. The Activity Environmental Protection Coordinator or other authorized officials may inspect any of the facilities operated or maintained by the Contractor at any time and without prior notice. If a regulatory agency assesses a monetary fine against the Government for violations resulting from Contractor actions, the Contractor shall reimburse the Government for the amount of the fine and related costs. The Contractor shall clean up any oil or chemical spills resulting from his operations at his own expense. The Contractor shall not create a nuisance or hazard to the health of military or civilian personnel.

3.5 Disposal: Debris, rubbish, non-hazardous waste and non-usable material resulting from the work under this contract shall be disposed of by the Contractor at his expense off Government property, unless otherwise directed. In either case, the Contractor must dispose of all hazardous waste in accordance with all applicable environmental law, including but not limited to, the Resource Conservation and Recovery Act and its associated state and local regulations. **Prior to disposal of any hazardous waste, the Contractor shall obtain approval from the Contracting Officer.**

3.5.1 Segregate and recycle all debris generated by the work and remove off station to a licensed facility. Debris shall be removed and transported in such a manner that prevents spillage on streets or adjacent areas. Local regulations regarding hauling and disposal shall apply.

3.5.2 Submit a report with invoice that includes the following:

a. Amount (by weight) and type of waste materials disposed of in a landfill or incinerator. Provide destination and the tip fee per ton.
b. Amount (by weight) and type of materials salvaged for sale, salvaged for reuse, and recycled. Provide destination and revenue generated for each material.

3.6 Safety Requirements and Reports:

3.6.1 All work shall be conducted in a safe manner and shall comply with all requirements of the U. S. Army Corps of Engineers Safety and Health Requirements Manual, EM-385-1-1. The Contractor shall be responsible for instructing his employees in appropriate safety measures and shall not permit them to place machines and other equipment in traffic lanes or other locations in such a manner as to create safety hazards. The Contractor shall employ a competent person as defined in EM-385-1-1 to function as the Site Safety and Health Officer (SSHO). The following paragraphs denote minimum safety requirements. Contractor shall consult EM-385-1-1 for additional information or any safety issues not discussed in this specification.

3.6.1.1 **Personal Protective Equipment Minimum Requirements:**

a. Head Protection: All persons working in or visiting hard-hat areas shall be provided with and required to wear Type I or Type II, Class G meeting the requirements of ANSI Z89.1.
Hardhat areas are those areas with potential hazard of head injury.
b. Clothing: Employees shall wear clothing suitable for the weather and work conditions: the minimum for construction sites shall be short sleeve shirt, long pants (excessively long or baggy pants are prohibited).
c. Protective Footwear: Employees shall wear safety–toed boots meeting ANSI Z41 while working on construction sites.
d. Eye and Face Protection: All eye and face protection shall meet the requirements of ANSI/ASSE Z87.1, employees shall also use eye side protection.
e. High visibility vests will be worn when working around construction equipment or when working on highways.

3.6.1.2. **Display of Safety Information:** Within one calendar day after commencement of work, erect a safety bulletin board at the job site. The following information shall be displayed on the safety bulletin board in clear view of the on-site construction personnel, maintained current, and protected against the elements and unauthorized removal.

a. Map denoting the route to the nearest emergency care facility.
b. Emergency phone numbers.
c. Copy of AHA's.
d. OSHA 300A form.

3.6.1.3 **Emergency Medical Treatment:** Contractor shall arrange for their own emergency medical treatment. The Government has no responsibility to provide emergency medical treatment.

3.6.1.4 **Use of Hand and Power Tools:** Hand and power tools shall be of a manufacturer listed by a nationally recognized testing laboratory for the specific application for which they are to be used.

Use, inspection and maintenance:

a. Hand and power tools shall be used, inspected, and maintained in accordance with the manufacturers' instructions and recommendations and shall be used only for the purpose for which designed.
b. Hand and power tools shall be inspected, tested, and determined to be in safe operating condition before use. Continued periodic inspections shall be made to assure safe operating condition and proper maintenance.
c. Hand and power tools shall be in good repair and with all required safety devices installed and properly adjusted. Tools having defects that will impair their strength or render them unsafe shall be removed from service.
d. Loose and frayed clothing, loose long hair and dangling jewelry (including dangling earrings, chains and wristwatches) shall not be worn while working with any power tools.

Guarding – Power tools designed to accommodate guards shall be equipped with such guards:

a. All guards must be functional.
b. Reciprocating, rotating, and moving parts of equipment shall be guarded if exposed to contact by employees or otherwise create a hazard.

3.6.1.5 **Portable Extension Cords:** Portable extension cords shall be sized in accordance with manufacturer ratings for the tool to be used and shall be protected from damage. All damaged extension cords shall be immediately removed from service. Portable extension cords shall meet the requirements of NFPA 70.

3.6.1.6 **Ladders:** All portable ladders shall be of sufficient length and shall be placed so that workers will not stretch or assume a hazardous position. The top or top step of a stepladder shall not be used as a step unless it has been designed to be so used by the manufacturer. Ladders may be used as work platforms only when use of small hand tools or handling of light material is involved.

3.6.1.7 **Lockout/Tag Out:** Coordinate all control activities with the Designated Government Representative. Apply, monitor and remove proper lockout and tag out devices.

3.6.1.8 **Sanitation Requirements:** Provide drinking water and toilets as needed for construction personnel.

3.6.1.9 **Fire Protection:** Provide two ABC fire extinguishers at the work site to guard against potential fires.

3.6.1.10 **Fuel-Powered Tools:** When fuel-powered tools are used, they will not be fueled while running, while hot, or near an open flame.

3.6.1.11 **Machinery and Mobile Equipment:** The Contractor shall complete an equipment checklist for any construction equipment (backhoes, lift trucks, bobcats) that will be used on site.

3.6.1.12 **Excavation:** All digging requires the Contractor to contact the NEW YORK DIG SAFE One-Call System at 1-800-962-7962 before digging.

3.6.1.13 **Confined Space:** For Confined Space areas follow procedures outlined in Section 34 of EM-385-1-1.

3.6.2 Activity Hazard Analysis:
The principle purpose of an Activity Hazard Analysis (AHA) is to reduce the overall risk of the hazards associated with construction work. An AHA will be developed by the Contractor for every operation involving a type of work presenting hazards not experienced in previous project operations or where a new work crew or subcontractor is to perform work.

The analysis must identify and evaluate hazards and outline the proposed methods and techniques for the safe completion of each phase of work. At a minimum, define activity being performed (can use the Definable Features of Work). A Definable Feature of Work (DFOW) is a task, which is separate and distinct from other tasks, has the same control requirements and work crews, sequence of work, specific safety and health hazards anticipated (slip or trips, cuts, dust or chips in eyes), control measures (to include personal protective equipment) to eliminate or reduce each hazard to acceptable levels, equipment to be used (hand tools, backhoe), inspection requirements (list the inspection requirements for the activity to ensure the controls are working, and equipment is inspected to ensure proper operation), training requirements for all involved (any unique training required to make the established controls work) and the competent person in charge of that phase of work.

The AHA shall be continuously reviewed and, when appropriate, modified to address changing site conditions or operations. The analysis should be used during daily inspections to ensure the implementation and effectiveness of the activity's safety and health controls. Activity Hazard Analysis shall be updated as necessary to provide an effective response to changing work conditions and activities.

3.6.3 Accident Reports and Notifications:

3.6.3.1 **Accident Reports:** For recordable injuries and illnesses, and property damage accidents resulting in a least $2,000 in damages, the prime Contractor shall conduct an accident investigation to establish the root cause of the accident, complete the Navy Contractor Significant Incident Report (CSIR) and provide the report to the Contracting Officer within five calendar days of the accident. The Contracting Officer will provide copies of any required or special forms.

3.6.3.2 **Accident Notification:** Notify the Contracting Officer as soon as practical, but not later than four hours after any accident meeting the definition of recordable injuries or illnesses or high visibility accidents, property damage equal to or greater than $2,000. Information shall include Contractor name, contract title, type of contract, name of activity, installation or location where accident occurred, date and time of accident, names of personnel injured, extent of property damage (if any), extent of injury (if known) and brief description of accident (to include type of construction equipment used, PPE used, etc.). Preserve the conditions and evidence on the accident site until the Government investigation team arrives on site and Government investigation is conducted.

3.6.3.3 **Definition of a Recordable Injury or Illness:** Any work related injury or illness that results in:

a. Death, regardless of the time between the injury and death, or the length of the illness;
b. Days away from work;
c. Restricted work;
d. Transfer to another job;
e. Medical treatment beyond first aid;
f. Lose of consciousness;
g. A significant injury or illness diagnosed by a physician or other licensed health care professional, even if it did not result in a. through f. listed above.

3.6.4 **Monthly Exposure Report:** This report is a compilation of employee-hours worked each month for all site workers, both prime and subcontractors, and is recorded daily on the Contractor Production Report.

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

3.6.6 If the Contractor fails or refuses to promptly comply with safety requirements, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop order shall be made the subject of claim for extension of time or for excess costs or damages to the Contractor.

3.6.7 The Safety Office will investigate all complaints of unsafe or unhealthful working conditions received from Contractor's employees, federal civilian employees, or military personnel. The Safety Office will notify the Contracting Officer of the results of such investigations.

3.7 Passes and Badges: All Contractor employees shall obtain the required employee and vehicle passes. The Contractor shall, prior to the start of the contract, submit to the Contracting Officer an estimate of the number of personnel expected to be utilized at any one time on the contract. The Government will issue badges without charge. Each employee shall wear the Government issued badge over the front of the outer clothing. When an employee leaves the Contractor's service, the employee's pass and badge shall be returned within three calendar days. Passes and badges issued to Contractor employees shall not negate the requirement for employee identification required in the "IDENTIFICATION OF CONTRACTOR EMPLOYEES" paragraph.

All Contractor employees shall obtain the required employee and vehicle passes. Obtain access to the installation by participating in the Navy Commercial Access Control System (NCACS) or by obtaining passes each day from the Base Pass and Identification Office. Costs for obtaining passes through the NCACS are the responsibility of the Contractor. One-day passes, issued through the Base Pass and Identification Office, will be furnished without charge.

Furnish a completed EMPLOYMENT ELIGIBILITY VERIFICATION (DHS FORM I-9) form for all personnel requesting badges. This form is available at http://www.uscis.gov/portal/site/uscis by searching or selecting Employment Verification (Form I-9). Immediately report instances of lost or stolen badges to the Contracting Officer.

a. NCACS Program: NCACS is a voluntary program in which Contractor personnel who enroll, and are approved, are subsequently granted access to the installation for a period up to one year, or the length of the current contract period, whichever is less, and are not required to obtain a new pass from the Base Pass and Identification Office for each visit. The Government performs background screening and credentialing. Throughout the year, the Contractor employee must continue to meet background-screening standards. Periodic background screenings are conducted to verify continued NCACS participation and installation access privileges. Under the NCACS program, no commercial vehicle inspection is required, other than for Random Anti-Terrorism Measures (RAM) or in the case of an elevation of Force Protection Conditions (FPCON). Information on costs and requirements to participate and enroll in NCACS is available at http://www.rapidgate.com/vendors/how-to-enroll or by calling 1-877-727-4342. Contractors should be aware that the costs incurred to obtain NCACS credentials, or costs related to any means of access to a Navy Installation, are not reimbursable. Any time invested, or price(s) paid, for obtaining NCACS credentials will not be compensated in any way or approved as a direct cost of any contract with the Department of the Navy.

b. One-Day Passes: Participation in the NCACS is not mandatory, and if the Contractor chooses to not participate, the Contractor's personnel will have to obtain daily passes, be subject to daily

mandatory vehicle inspection, and will have limited access to the installation. The Government will not be responsible for any cost or lost time associated with obtaining daily passes or added vehicle inspections incurred by non-participants in the NCACS.

3.8 Identification of Contractor Employees:

3.8.1 The Contractor shall provide to the Contracting Officer the name or names of the responsible supervisory person or persons authorized to act for the Contractor.

3.8.2 The Contractor shall furnish sufficient personnel to perform all work specified within the contract.

3.8.3 Contractor employees shall conduct themselves in a proper, efficient, courteous and businesslike manner.

3.8.4 The Contractor shall remove from the site any individual whose continued employment is deemed by the Contracting Officer to be contrary to the public interest or inconsistent with the best interests of National Security.

3.8.5 No employee or representative of the Contractor will be admitted to the site of work unless he/she furnishes satisfactory proof that he/she is a citizen of the United States.

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

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

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

3.11 Proof of Citizenship: No employee or representative of the Contractor will be admitted to the site of work unless satisfactory proof of citizenship is furnished, or, if an alien, legal residency within the United States is confirmed.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government

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5252.223-9300 INSPECTION BY REGULATORY AGENCIES (JUN 1994)

Work performed under this contract is subject to inspection by State and Federal Government Regulatory agencies including those described below.

Permission has been granted by the Navy permitting Federal and State occupational health and safety officials to enter Navy shore installations, without delay and at reasonable times, to conduct routine safety and health investigations. Permission also extends to safety and health investigations based on reports of unsafe conditions. Occupational Health and Safety Administration (OSHA) officials may also investigate accidents or illnesses involving the Contractor's employees. Inspections may also be carried out by the Department of Labor to inspect for compliance with labor laws.

The Contractor shall cooperate with regulatory agencies and shall provide personnel to accompany the agency inspection or review teams. Contractor personnel shall be knowledgeable concerning the work being inspected, and participate in responding to all requests for information, inspection or review findings by regulatory agencies.

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	75 dys. ADC	1	NAVFAC MID ATLANTIC MARK GALLAGHER 4921 S. BROAD ST PHILADELPHIA PA 19112 215-897-4958 FOB: Destination	N69178
0002	75 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N69178
0003	75 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N69178
0004	75 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N69178

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012

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252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

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

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at https://www.acquisition.gov; and

(2) Be registered to use WAWF at https://wawf.eb.mil/ following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at https://wawf.eb.mil/.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

Navy Construction / Facilities Management Invoice

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

DoCAAC: N69178

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	N68732
Issue By DoDAAC	N40085
Admin DoDAAC	N40085
Inspect By DoDAAC	N69178
Ship To Code	N69178
Ship From Code	NA
Mark For Code	NA
Service Approver (DoDAAC)	NA
Service Acceptor (DoDAAC)	NA
Accept at Other DoDAAC	NA
LPO DoDAAC	N69178
DCAA Auditor DoDAAC	NA
Other DoDAAC(s)	NA

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

____

(Contracting Officer: Insert applicable email addresses or “Not applicable.”)

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

Neilda Williams, 215-897-8879, neilda.rentas-willia@navy.mil

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

Section H - Special Contract Requirements

INSURANCE
INSURANCE:

a. The Contractor shall procure and maintain during the entire period of performance under this contract the following minimum insurance coverage.

(1) Comprehensive General Liability: $500,000 per occurrence.
(2) Automobile Liability: $200,000 per person, $5000,000 per occurrence, $20,000 per occurrence for property damage.
(3) Workmen's Compensation: As required by Federal and State worker's compensation and occupational disease statutes.
(4) Employee's liability coverage: $100,000 except in states where worker's compensation may not be written by private carriers.
(5) Other as required by state law.

b. Prior to commencement of work, the contractor shall furnish to the Contracting Officer a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Government in such insurance shall not be effective for such period as may be prescribed by the laws of the State in which this contract is to be performed, and in no event less than thirty (30) days after written notice thereof to the Contracting Officer.

c. The Contractor agrees to insert the substance of this clause, including this paragraph (c), in all subcontracts here-under.

Cancellation Language:
The cancellation language must state, “Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder named to the left.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	JUL 2013
52.204-13	System for Award Management Maintenance	JUL 2013
52.211-13	Time Extensions	SEP 2000
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-5	Construction Wage Rate Requirements--Secondary Site of the Work	MAY 2014
52.222-6	Construction Wage Rate Requirements	MAY 2014
52.222-7	Withholding of Funds	MAY 2014
52.222-8	Payrolls and Basic Records	MAY 2014
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	MAY 2014
52.222-12	Contract Termination-Debarment	MAY 2014
52.222-13	Compliance With Construction Wage Rate Requirements and Related Regulations	MAY 2014
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-30	Construction Wage Rate Requirements--Price Adjustment (None or Separately Specified Method)	MAY 2014
52.222-38	Compliance With Veterans' Employment Reporting Requirements	SEP 2010
52.222-50	Combating Trafficking in Persons	FEB 2009
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-4	Recovered Material Certification	MAY 2008
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-10	Waste Reduction Program	MAY 2011
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	MAY 2008
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-9	Buy American--Construction Materials	MAY 2014
52.225-10	Notice of Buy American Requirement--Construction Materials	MAY 2014
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	DEC 2012
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-15	Performance and Payment Bonds--Construction	OCT 2010
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 2014
52.232-25	Prompt Payment	JUL 2013
52.232-27	Prompt Payment for Construction Contracts	MAY 2014
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984

52.242-14	Suspension of Work	APR 1984
52.243-1	Changes--Fixed Price	AUG 1987
52.243-5	Changes and Changed Conditions	APR 1984
52.244-6	Subcontracts for Commercial Items	OCT 2014
52.246-1	Contractor Inspection Requirements	APR 1984
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.249-1	Termination For Convenience Of The Government (Fixed Price) (Short Form)	APR 1984
52.249-1 Alt I	Termination for Convenience of the Government (Fixed-price) (Short Form) (Apr 1984) - Alternate I	APR 1984
52.249-10	Default (Fixed-Price Construction)	APR 1984
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.204-7012	Safeguarding of Unclassified Controlled Technical Information	NOV 2013
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.227-7000	Non-estoppel	OCT 1966
252.247-7023	Transportation of Supplies by Sea	APR 2014
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

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

The contractor shall commence work under this contract within **15** calendar days after the date the contractor receives the notice of award, prosecute the work diligently, and complete the entire work ready for use not later than **75** calendar days from the notice of award. The time stated for completion shall include final cleanup of the premises.

(End of clause)

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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 **$110.00** 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.

(End of clause)

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52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (OCT 2014)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).

(iii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(iv) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

(v) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(vi) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(vii) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (July 2013).

(v) 52.232-39, Unenforceability of Unauthorized Obligations (Jun 2013).

(vi) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Dec 2013).

(vii) 52.233-1, Disputes (MAY 2014).

(viii) 52.244-6, Subcontracts for Commercial Items (OCT 2014)

(ix) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (July 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note) (Applies to contracts valued at $25,000 or more).

(ii) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(iii) 52.222-20, Contracts for Materials, Supplies, Articles, and Equipment Exceeding $15,000 (MAY 2014) (41 U.S.C. chapter 65) (Applies to supply contracts over $15,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iv) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212) (applies to contracts of $100,000 or more).

(v) 52.222-36, Equal Employment for Workers with Disabilities (July 2014) (29 U.S.C. 793). (Applies to contracts over $15,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, ``United States" includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(vi) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212) (applies to contracts of $100,000 or more).

(vii) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67) (Applies to service contracts over $2,500 that are subject to the Service Contract Labor Standards statute and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer Continental Shelf.)

(viii) 52.223-5, Pollution Prevention and Right-to-Know Information (May 2011) (E.O. 13423) (Applies to services performed on Federal facilities).

(ix) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b) (Unless exempt pursuant to 23.204, applies to contracts when energy-consuming products listed in the ENERGY STAR Program or Federal Energy Management Program (FEMP) will be--

(A) Delivered;

(B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(C) Furnished by the Contractor for use by the Government; or

(D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.)

(x) 52.225-1, Buy American--Supplies (MAY 2014) (41 U.S.C. chapter 83) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition—

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed $25,000.)

(xi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792) (Applies to contracts greater than $25,000 that provide for the provision, the service, or the sale of food in the United States.)

(xii)52.232-33, Payment by Electronic Funds Transfer--System for Award Management (Jul 2013). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the System for Award Management (SAM) database as its source of EFT information.)

(xiii) 52.232-34, Payment by Electronic Funds Transfer--Other than System for Award Management (Jul 2013). (Applies when the payment will be made by EFT and the payment office does not use the SAM database as its source of EFT information.)

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Aug 2013) (Applies to contracts over $30,000).

(ii) 52.211-17, Delivery of Excess Quantities (SEPT 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (FEB 2006) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://farsite.hill.af.mil/vffara.htm

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

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
17.3%	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 PHILADELPHIA, PA

(End of provision)

52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (MAY 2008)

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

Postconsumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.”

Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall--

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to NAVFAC Contracts, Block 5a of the SF18.

(End of clause)

52.236-27 SITE VISIT (CONSTRUCTION) (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) Site visits may be arranged during normal duty hours by contacting:
Name: Mr. Mark Gallagher
Email: mark.j.gallagher@navy.mil
Telephone: (215) 897-4958 ; Cell: (215) 356-6029

(End of provision)

52.236-28 PREPARATION OF PROPOSALS--CONSTRUCTION (OCT 1997)

(a) Proposals must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.

(b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including--

(1) Lump sum price;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words “no proposal” in the space provided for any item on which no price is submitted.

(d) Alternate proposals will not be considered unless this solicitation authorizes their submission.

(End of provision)

52.243-7 NOTIFICATION OF CHANGES (APR 1984)

(a) Definitions.

"Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within 5 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--

(i) What contract line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within 7 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

Note: The phrases “contract price” and “cost” wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

http://farsite.hill.af.mil/VFFARA.HTM

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://farsite.hill.af.mil/VFFARA.HTM

(End of clause)

252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

(1) Check all drawings furnished immediately upon receipt;

(2) Compare all drawings and verify the figures before laying out the work;

(3) Promptly notify the Contracting Officer of any discrepancies;

(4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and

(5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

(1) Large-scale drawings shall govern small-scale drawings; and

(2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

SEE ATTACHMENTS

(End of clause)

5252.201-9300 CONTRACTING OFFICER AUTHORITY (JUN 1994)

In no event shall any understanding or agreement between the Contractor and any Government employee other than the Contracting Officer on any contract, modification, change order, letter or verbal direction to the Contractor be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by an appointed Contracting Officer. The Contractor is hereby put on notice that in the event a Government employee other than the Contracting Officer directs a change in the work to be performed, it is the Contractor's responsibility to make inquiry of the Contracting Officer before making the deviation. Payments will not be made without being authorized by an appointed Contracting Officer with the legal authority to bind the Government.

5252.209-9300 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1994)

The restrictions described herein shall apply to the Contractor and its affiliates, consultants and subcontracts under this contract. If the Contractor under this contract prepares or assists in preparing a statement of work, specifications and plans, the Contractor and its affiliates shall be ineligible to bid or participate, in any capacity, in any contractual effort which is based on such statement of work or specifications and plans as a prime contractor, subcontractor, consultant or

in any similar capacity. The Contractor shall not incorporate its products or services in such statement of work or specification unless so directed in writing by the Contracting Officer, in which case the restriction shall not apply. This contract shall include this clause in its subcontractor's or consultants' agreements concerning the performance of this contract.

5252.223-9300 INSPECTION BY REGULATORY AGENCIES (JUN 1994)

Work performed under this contract is subject to inspection by State and Federal Government Regulatory agencies including those described below.

Permission has been granted by the Navy permitting Federal and State occupational health and safety officials to enter Navy shore installations, without delay and at reasonable times, to conduct routine safety and health investigations. Permission also extends to safety and health investigations based on reports of unsafe conditions. Occupational Health and Safety Administration (OSHA) officials may also investigate accidents or illnesses involving the Contractor's employees. Inspections may also be carried out by the Department of Labor to inspect for compliance with labor laws.

The Contractor shall cooperate with regulatory agencies and shall provide personnel to accompany the agency inspection or review teams. Contractor personnel shall be knowledgeable concerning the work being inspected, and participate in responding to all requests for information, inspection or review findings by regulatory agencies.

5252.228-9305 NOTICE OF BONDING REQUIREMENTS (DEC 2000)

Within **15** days of receipt of award, the bidder/offeror to whom the award is made shall furnish the following bond(s) each with satisfactory security:

A Performance Bond (Standard Form 25). The performance bond shall be in a penal sum equal to 100% percent of the contract price.

X A Payment Bond (Standard Form 25A). The payment bond shall be in a penal sum equal to 100% of the contract price.

Any surety company holding a certificate of authority from the Secretary of Treasury as an acceptable Surety on Federal bonds will be accepted. Individual sureties will be permitted as prescribed in FAR 28.203 and FAC 5252.228-9300. Alternative types of security in lieu of furnishing sureties on performance and/or payment bonds will be permitted as prescribed in FAR 28.204, and will be held for at least one year after the completion of the contract. Additional bond security may be required as prescribed in FAR 52.228-2. Bonds shall be accompanied by a document authenticating the agent's authority to sign bonds for the surety company.

The contract time for purposes of fixing the completion date, default and liquidated damages shall begin to run **15** days from the date of award, regardless of when performance and payment bonds or deposits in lieu of surety are executed.

5252.236-9301 SPECIAL WORKING CONDITIONS AND ENTRY TO WORK AREA (OCT 2004)

The Government under certain circumstances may require denial of entry to the work areas under this contract where the Contractor's work or presence would constitute a safety or security hazard to ordance storage or handling operations. Restrictions covering entry to and availability of the work areas are as follows:

(a) Entry. Entry to work areas located within the special Security Limited areas, defined as those work areas located within the existing security fence, can be granted subject to special personnel requirements as specified herein and to other normal security and safety requirements. Complete denial of entry to the Limited Area may be required during brief periods of one to two hours (normally) and on rare occasions of two to four hours. For bidding purposes, the Contractor shall assume denial of entry to the work areas in the Limited Area of six 2-hour denials and one 4-hour denial per month.

(b) Vehicle Delay. The Contractor shall also assume for bidding purposes that, in addition to site denial, each vehicle and/or unit of construction equipment will be delayed during each movement through the security gate, both entering and leaving the limited area. Delays will average _____.

(b) Operational Considerations. To reduce delay time while preserving required security, the following points should be considered in operational planning:

(1) Vehicle Search. Security regulations required that all vehicles, when authorized to enter the Limited Area be thoroughly searched by guard force personnel. Such a search will be required for all vehicle/ construction equipment. Accordingly, once a vehicle or unit of construction equipment has been cleared, it may be left in the Limited Area after initial entry has been made. For the period of time authorized the vehicle/equipment left in the Limited Area will be assigned parking areas by the Contracting Officer. The vehicle/equipment must be secured as specified in paragraph entitled "SECURITY REQUIREMENTS." The intent is to reduce the Contractor loss of time at the security gate. No private vehicles will be allowed to enter the Limited Area.

(2) Delivery Vehicles. Guard force personnel will inspect vehicles delivering construction materials while the driver is being processed for entry into the Limited Area.. A Security Escort will then escort the driver and vehicle in the Limited Area. To provide this service, delivery schedules should be promulgated in advance and vendors made aware that a reasonable delay can be expected if delivery is other than the time specified. Deliveries after 1600 hours will not be allowed entry into the Limited Area without prior approval of the Physical Security Officer.

5252.236-9303 ACCIDENT PREVENTION (NOV 1998)

(a) The Contractor will maintain an accurate record of, and will report to the Contracting Officer in the manner and on the forms prescribed by the Contracting Officer, all accidents resulting in death, traumatic injury, occupational disease, and damage to property, materials, supplies and equipment incident to work performed under this contract.

(b) Compliance with the provisions of this article by subcontractors will be the responsibility of the Contractor.

(c) Prior to commencement of the work, the Contractor may be required to:

(1) submit in writing his proposals for effectuating provision for accident prevention;

(2) meet in conference with representatives of the Contracting Officer to discuss and develop mutual understandings relative to administration of the overall safety program.

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 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.

5252.236-9310 RECORD DRAWINGS (Oct 2004)

The Contractor shall maintain at the job site two sets of full-size prints of the contract drawings, accurately marked in red with adequate dimensions, to show all variations between the construction actually provided and that indicated or specified in the contract documents, including buried or concealed construction. Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the final government-accepted drawings. Existing utility lines and features revealed during the course of construction, shall also be accurately located and dimensioned. Variations in the interior utility systems shall be clearly defined and dimensioned; and coordinated with exterior utility connections at the building five-foot line, where applicable. Existing topographic features which differ from those shown on the contract drawings shall also be accurately located and recorded. Where a choice of materials or methods is permitted herein, or where variations in scope or character of methods is permitted herein, or where variations in scope or character of work from that of the original contract are authorized, the drawings shall be marked to define the construction actually provided. The representations of such changes shall conform to standard drafting practice and shall include such supplementary notes, legends and details as necessary to clearly portray the as-built construction. These drawings shall be available for review by the Contracting Officer at all times. Upon completion of the work, both sets of the marked up prints shall be certified as correct, signed by the Contractor, and delivered to the Contracting Officer for his approval before acceptance. Requests for partial payments will not be approved if the marked prints are not kept current, and request for final payment will not be approved until the market prints are delivered to the Contracting Officer.

5252.242-9300 GOVERNMENT REPRESENTATIVES (OCT 1996)

a. The contract will be administered by an authorized representative of the Contracting Officer. In no event, however, will any understanding or agreement, modification, change order, or other matter deviating from the terms of the contract between the contractor and any person other than the Contracting Officer be effective or binding upon the Government, unless formalized by proper contractual documents executed by the Contracting Officer prior to completion of this contract. The authorized representative as indicated hereinafter:

X_1. The Contracting Officer's Representative (COR) will be designated by the Contracting Officer as the authorized representative of the Contracting Officer. The COR is responsible for monitoring performance and the technical management of the effort required hereunder, and should be contacted regarding questions or problems of a technical nature.

X_2. The designated Contract Specialist will be the Administrative Contracting Officer's representative on all other contract administrative matters. The Contract Specialist should be contacted regarding all matters pertaining to the contract or delivery orders.

NA___3. The designated Property Administrator is the Administrative contracting Officer's representative on property matters. The Property Administrator should be contacted regarding all matters pertaining to property administration.

Section J - List of Documents, Exhibits and Other Attachments

ATTACHMENTS
LIST OF ATTACHMENTS:

Attachment 1: Activity Hazard Analysis.
Attachment 2: Mobile Construction Equipment
Attachment 3: Site map NSA-P
Attachment 4: Site map PNBC
Attachment 5: Construction Wage Determination
Attachment A: Lift Plan

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **238990**.

(2) The small business size standard is **$15,000,000.00**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

( ) Paragraph (d) applies.

( ) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2; Prohibition on Contracting with Inverted Domestic Corporations--Representation.

(vi) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.

(A) If the acquisition value is less than $25,000, the basic provision applies.

(B) If the acquisition value is $25,000 or more but is less than $50,000, the provision with its Alternate I applies.

(C) If the acquisition value is $50,000 or more but is less than $79,507, the provision with its Alternate II applies.

(D) If the acquisition value is $79,507 or more but is less than $100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

(i) 52.204-17, Ownership or Control of Offeror.

(ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

(iv) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

(v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

(vi) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through https://www.acquisition.gov. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JULY 2013)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is ``not dominant in its field of operation'' when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at http://www.sba.gov/content/table-small-business-size-standards.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The
Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it ( ) is, ( ) is not a small business concern under NAICS Code - assigned to contract number .

(Contractor to sign and date and insert authorized signer's name and title).

(End of clause)

52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN--CERTIFICATION (AUG 2009)

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

Business operations means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

Marginalized populations of Sudan means--

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

(b) Certification. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(End of provision)

52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran--Representation and Certifications. (DEC 2012)

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

Person--

(1) Means--

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

Sensitive technology--

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with 25.703-4, by submission of its offer, the offeror—

(1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(3) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at http://www.treasury.gov/ofac/downloads/t11sdn.pdf).

(d) Exception for trade agreements. The representation requirement of paragraph (c)(1) and the certification requirements of paragraphs (c)(2) and (c)(3) of this provision do not apply if—

(1) This solicitation includes a trade agreements notice or certification (e.g., 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(End of provision)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

Substitute the following paragraphs (d) and (e) for paragraph (d) of the provision at FAR 52.204-8:

(d)(1) The following representations or certifications in the System for Award Management (SAM) database are applicable to this solicitation as indicated:

(i) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus--Representation. Applies to all solicitations with institutions of higher education.

(ii) 252.216-7008, Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(iv) 252.225-7049, Prohibition on Acquisition of Commercial Satellite Services from Certain Foreign Entities--Representations. Applies to solicitations for the acquisition of commercial satellite services.

(v) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of $150,000 or more.

(vi) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations when contract performance will be in Italy.

(vii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations when contract performance will be in Spain.

(viii) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

X_____ (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

____ (ii) 252.225-7000, Buy American--Balance of Payments Program Certificate.

____ (iii) 252.225-7020, Trade Agreements Certificate.

____ Use with Alternate I.

X_____ (iv) 252.225-7031, Secondary Arab Boycott of Israel.

____ (v) 252.225-7035, Buy American--Free Trade Agreements--Balance of Payments Program Certificate.

____ Use with Alternate I.

____ Use with Alternate II.

____ Use with Alternate III.

____ Use with Alternate IV.

____ Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the SAM Web site at https://www.acquisition.gov/. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below ____ [offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete

as of the date of this offer.

FAR/DFARS Clause #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY FULL TEXT

52.237-1 SITE VISIT (APR 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of provision)

General Decision Number: PA150005 01/09/2015 PA5

Superseded General Decision Number: PA20140005

State: Pennsylvania

Construction Type: Building

County: Philadelphia County in Pennsylvania.

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

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of $10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is 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 $10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. 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	01/02/2015
1	01/09/2015

ASBE0014-001 05/01/2014

	Rates	Fringes
Asbestos Workers/Insulator Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems	$ 43.14	30.20

BOIL0013-001 01/01/2011

	Rates	Fringes
BOILERMAKER	$ 37.35	30.01

BRPA0001-006 06/01/2014

	Rates	Fringes
BRICKLAYER	$ 36.33	23.64

BRPA0001-008 05/01/2014

	Rates	Fringes
TILE SETTER	$ 38.36	22.72

BRPA0001-011 06/01/2014

	Rates	Fringes
MASON - STONE	$ 36.48	23.71

BRPA0035-001 06/01/2014

	Rates	Fringes
Pointer, caulker and cleaner	$ 37.76	22.84

CARP0454-006 05/01/2014

	Rates	Fringes
PILEDRIVERMAN	$ 40.55	30.62

Footnote: PAID HOLIDAYS: Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (provided the employee works the day before the holiday and the day after the holiday).

CARP0845-001 05/01/2014

	Rates	Fringes
Carpenter/Lather	$ 41.20	25.49

CARP1823-001 05/01/2012

	Rates	Fringes
FLOOR LAYER: Carpet	$ 39.16	24.84

CARP1906-001 05/01/2014

	Rates	Fringes
MILLWRIGHT	$ 37.26	29.74

ELEC0098-003 04/28/2013

	Rates	Fringes
ELECTRICIAN	$ 49.65	59.5%+1.49

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* ELEV0005-001 01/01/2015

	Rates	Fringes
ELEVATOR MECHANIC	$ 51.62	28.385

FOOTNOTES FOR ELEVATOR MECHANICS:

A. PAID VACATION: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% for 6 months to 5 years of service.

B. Eight Paid Holidays (provided employee has worked 5 consecutive days before and the working day after the holiday): New Years's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day and the Friday after Thanksgiving Day, and Christmas Day.

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* ENGI0542-002 05/01/2014

	Rates	Fringes
Power equipment operators:		
GROUP 1	$ 41.81	26.05
GROUP 1a	$ 44.82	26.93
GROUP 2	$ 41.57	25.97
GROUP 2a	$ 44.56	26.87
GROUP 3	$ 37.48	24.77
GROUP 4	$ 37.18	24.68
GROUP 5	$ 35.46	24.17
GROUP 6	$ 34.47	23.88

FOOTNOTE: A. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day and Christmas Day

TOXIC/HARARDOUS WASTE REMOVAL

Add 20 per cent to basic hourly rate for all classifications

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Handling steel and stone in connection with erection, cranes doing hook work, any machine handling machinery, helicopters, concrete pumps building machines similar to the above, including remote control equipment.

GROUP 1a: Machines handling steel, or the functional equivalent, and stone in connection with erection 15 ton and over factory rating; Cranes doing hook work 15 ton and over factory rating; Any machines handling machinery; HIgh Rail/Burro Crane 15 ton and over factory rating; Rail Loader (Winch Boom Type) 15 ton and over factory rating; Concrete Pumps (Building) 120 feet of Boom length or less (200 yard pour or less); Machines similar to above, including remote control equipment; Equipment in this Wage Group that does not require an oiler.

GROUP 2: All types of cranes, All types of backhoes, Cableways, Draglines, Keystones, all types of shovels, Derricks, Pavers 21E and over, Trenching machines, Trench shovel, Gradalls, Front-End loaders, Boat Captain, Pippin type backhoes, Tandems scrapers, Towers type crane operation erecting, Dismantling, Jumping or Jacking, Drills (self-containes), (drillmaster type) forklift (20 ft. and over), Moter patrols (fine grade), Batch plant with mixer, Carryalls, Scraper, Trounapulls, Roller (Hith Grade Finishing), Spreaders (asphalt), Bulldozers and Tractors, Mechanic welder, Conveyor loaders (euclid-type wheel), Concrete pump, Milling Machines, Hoist with two towers,

Building hoist double drum (unless used as a single drum), Mucking machines in tunnel, All auto grade and concrete finishing machines, Bundle pullers/extractors (tublar), bobcat. side broom, directional boring machines, vermeer saw type machines(other than than hand held tractor mounted hydro axe, chipper with boom, all) machine similar to the above including remote control equipment.

GROUP 2a: Crawler backhoes and Crawler gradalls over one cubic yard factory rating; Hydraulic backhoes over one cubic yard factory rating; All types of cranes 15 ton and over factory rating; Cherry picker type machinery and equipment 15 ton and over factory rating; Concrete Pumps (Heavy/Highway); Machines similar to above, including remote control equipment; Equipment in this Wage Group that does not require an oiler.
GROUP 3: Asphalt plant engineers, Well drillers, Ditch witch (small trencher), Motor patrols, Fine grade machines, Ten-ton roller (grade fill stone base), Concrete breaking machines, Guilloline only, Stump grinder, Conveyors (except building conveyors), Fork lift trucks of all types, High pressure boliers Elevator Operator (New Construction) Machine similar to the above,including remote control equipment

GROUP 4: Seaman, Pulverzer form line grader, Farm tractors, road finishing, Concrete spreader, Power broom (self-contained), Seed spreader, Grease truck, toxic/hazardous wate removal rate 20 per cent added to all classifications and machiines similar to the above.

GROUP 5: Compressors pumps, Well point pumps, Welding machines Tireman, Power equipment, Maintenance engineer (power boats),Elevator Operators (Renovations) and machine similar to the above .

GROUP 6: Fireman, Oilers and deck hands (personnel boats), grease truck.

IRON0401-002 07/01/2014

	Rates	Fringes
IRONWORKER, STRUCTURAL AND ORNAMENTAL.....	$ 44.70	29.10

IRON0405-002 07/01/2014

	Rates	Fringes
IRONWORKER, REINFORCING.....	$ 40.73	26.60

The following holidays shall be observed and when work is performed thereon it shall be paid for at twice the base rate: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Employees shall be off Christmas Eve Day and receive four hours pay. Employees who have to work on Christmas Eve Day shall work four hours and be paid for eight hours pay for the holiday.

Any time worked beyond fours hours shall be paid at the double time rate plus the four hours holiday pay. To receive holiday pay, the employee must work the day before Christmas Eve and the first working day after Christmas Day.

IRON0405-004 07/01/2014

	Rates	Fringes
IRONWORKER (Rigger and Machinery Mover)	$ 38.00	25.60

The following holidays shall be observed and when work is performed thereon it shall be paid for at twice the base rate: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Employees shall be off Christmas Eve Day and receive four hours pay. Employees who have to work on Christmas Eve Day shall work four hours and be paid for eight hours pay for the holiday. Any time worked beyond fours hours shall be paid at the double time rate plus the four hours holiday pay. To receive holiday pay, the employee must work the day before Christmas Eve and the first working day after Christmas Day.

LABO0400-001 05/01/2009

	Rates	Fringes
Laborers:		
GROUP 1	$ 23.85	21.65
GROUP 2	$ 23.95	21.65
GROUP 3	$ 24.00	21.65
GROUP 4	$ 24.15	21.65
GROUP 5	$ 24.25	21.65
GROUP 6	$ 23.99	21.65
GROUP 7	$ 25.10	21.65
GROUP 8	$ 25.15	21.65
GROUP 9	$ 25.25	21.65
GROUP10	$ 25.40	21.65

LABORERS CLASSIFICATIONS

GROUP 1: Stripping and dismantling concrete form work, loading, carry and handling of all reinforced steel and steel mesh, handling lumber and other building materials, operating jackhammers, paving breakers and all other pheumatic tools, building scaffolds, raking shoveling and tamping of asphalt, spading and concrete pit work, grading, form pinning, shoring, demolition except burners, laying conduits and ducts, sheathing, lagging, laying nonmetallic pipe and caulking, all other types of laborers

GROUP 2: Mason tender, power buggies, burners on demolition

GROUP 3: Wagon drill operator (single)

GROUP 4: Powdermen, wagon drill operator (multiple), circular caissons excavation: caisson groundmen,

underpinning excavation: laborers, working at depth of 8 feet or under

GROUP 5: Caisson bottom man

GROUP 6: Yard workers

GROUP 7: Trackmen, Brakemen, Groutmen, Bottom Shaft Men, and All other Men in Free Air Tunnels

GROUP 8: Form Setters

GROUP 9: Blasters, Driller, Pneumatic Shield Operators

GROUP 10: Asbestos abatement laborers, hazardous waste laborers, and lead abatement laborers

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LABO0413-004 04/01/2014

	Rates	Fringes
Landscape Laborer		
Farm Tractor Driver, hydroseeder Nozzleman and Mulcher Nozzleman	$ 19.76	21.90+A

FOOTNOTE:
A. PAID HOLIDAYS: Independence Day, Labor Day, and Thanksgiving Day.

MARB0001-003 05/01/2012

	Rates	Fringes
MARBLE FINISHER	$ 29.27	20.07
TERRAZZO FINISHER	$ 33.06	19.31
TILE FINISHER	$ 29.77	20.55

MARB0003-002 05/01/2012

	Rates	Fringes
MARBLE SETTER	$ 35.25	21.95
TERRAZZO WORKER/SETTER	$ 26.40	21.95

PAIN0021-001 05/01/2014

	Rates	Fringes
Painters:		
Brush, Roller	$ 35.38	22.16
Spray, Steel, and Swing	$ 36.63	22.16

PAIN0021-012 05/01/2014

	Rates	Fringes
DRYWALL FINISHER/TAPER	$ 35.23	24.93

PAIN0252-001 06/01/2008

	Rates	Fringes
Window Tinter	$ 19.85	6.61

PAIN0252-006 05/01/2012

	Rates	Fringes
GLAZIER	$ 38.35	25.15

PLAS0008-001 05/01/2014

	Rates	Fringes
PLASTERER	$ 36.00	25.75

PLAS0592-011 05/01/2014

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 33.55	29.36

PLUM0420-008 05/01/2014

	Rates	Fringes
Steamfitter	$ 49.58	28.84

PLUM0690-002 05/01/2014

	Rates	Fringes
PLUMBER	$ 46.18	29.56

ROOF0030-001 05/01/2014

	Rates	Fringes
Roofers:		
Composition	$ 32.15	28.12+A
Shingles	$ 32.15	28.12+A
Slate and Tile	$ 32.15	28.12+A

FOOTNOTE (Composition Roofer only):
A. PAID HOLIDAY: Election Day

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* SFPA0692-001 01/01/2015

	Rates	Fringes
SPRINKLER FITTER	$ 49.80	22.67

SHEE0019-008 05/01/2014

	Rates	Fringes

SHEET METAL WORKER (Sign
Makers & Hangers).....$ 23.92 16.72
Sheet metal worker.....$ 42.95 39.66

TEAM0107-001 05/01/2013

	Rates	Fringes
TRUCK DRIVER (BUILDING CONSTRUCTION)		
GROUP 1	$ 28.17	14.82+a+b
GROUP 2	$ 28.27	14.82+a+b
GROUP 3	$ 28.52	14.82+a+b
Truck drivers: (SITE PREPARATION, PAVING AND UTILITIES ON BUILDING CONSTRUCTION)		
GROUP 1	$ 28.17	14.82+a+b
GROUP 2	$ 28.27	14.27+a+b
GROUP 3	$ 28.52	14.82+a+b

TRUCK DRIVERS CLASSIFICATIONS (BUILDING CONSTRUCTION)

GROUP 1 - Stake body truck (single axle), 11/2 ton and under vehicles

GROUP 2 - Truck driver over 11/2 tons, dump trucks, tandem and batch trucks, semi-trailers, agitator mixer trucks and dumcrete type vehicle, asphalt distributors, farm tractors when used for transportation, stake body truck (tandem)

GROUP 3 - Euclid type, off-highway equipment - back or belly dump trucks and double-hitched equipment, straddle (ross) carrier, lowbed trailers

TRUCK DRIVERS CLASSIFICATIONS (SITE PREPARATION, PAVING AND UTILITIES ON BUILDING CONSTRUCTION)

GROUP 1 - Stake body truck (single axle), dumpster

GROUP 2 - Dump trucks, tandem and batch trucks, semi-trailers, agitator mixer trucks, and dumpcrete type vehicles, asphalt distributors, farm tractor when used for transportation, stake body truck (tandem)

GROUP 3 - Euclid type, off-highway equipment or bell dump trucks and double hitched equipment, staddle (ross) carrier, low-bed trailers

FOOTNOTE:

A. PAID HOLIDAYS: Memorial Day, Independence Day, Labor Day, Thanksgiving Day and five personal holidays provided employee works at least one day in the three work days before and at least one day in the three work days after the said holiday. Emloyee earns a personal holiday every two months, provided employee has worked twenty-six day in each consecutive two month period, up to a maximum of five per calendar year. After 130 work days the employee is entitled to all five personal holidays.

B. PAID VACATION: Employee will earn one vacation day for every two months, provided employee has worked twenty-six day in each consecutive two month period, up to a maximum of five vacation days per calendar year. After 130 workdays the employee is entitled to all five days of vacation. Employees with 5 years of seniority, earn an additional week of vacation, accrued in the same way.

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

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

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:

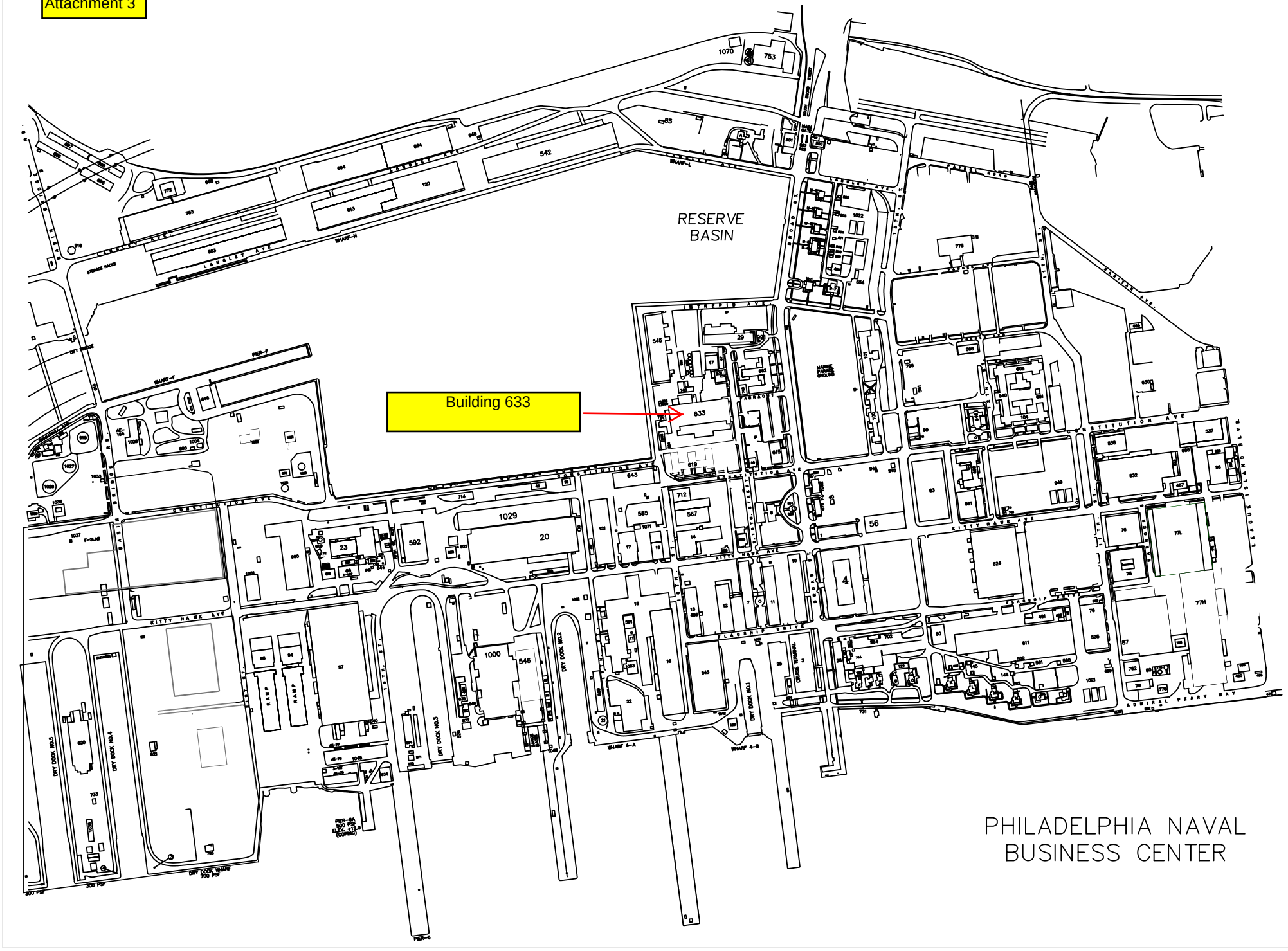
Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

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

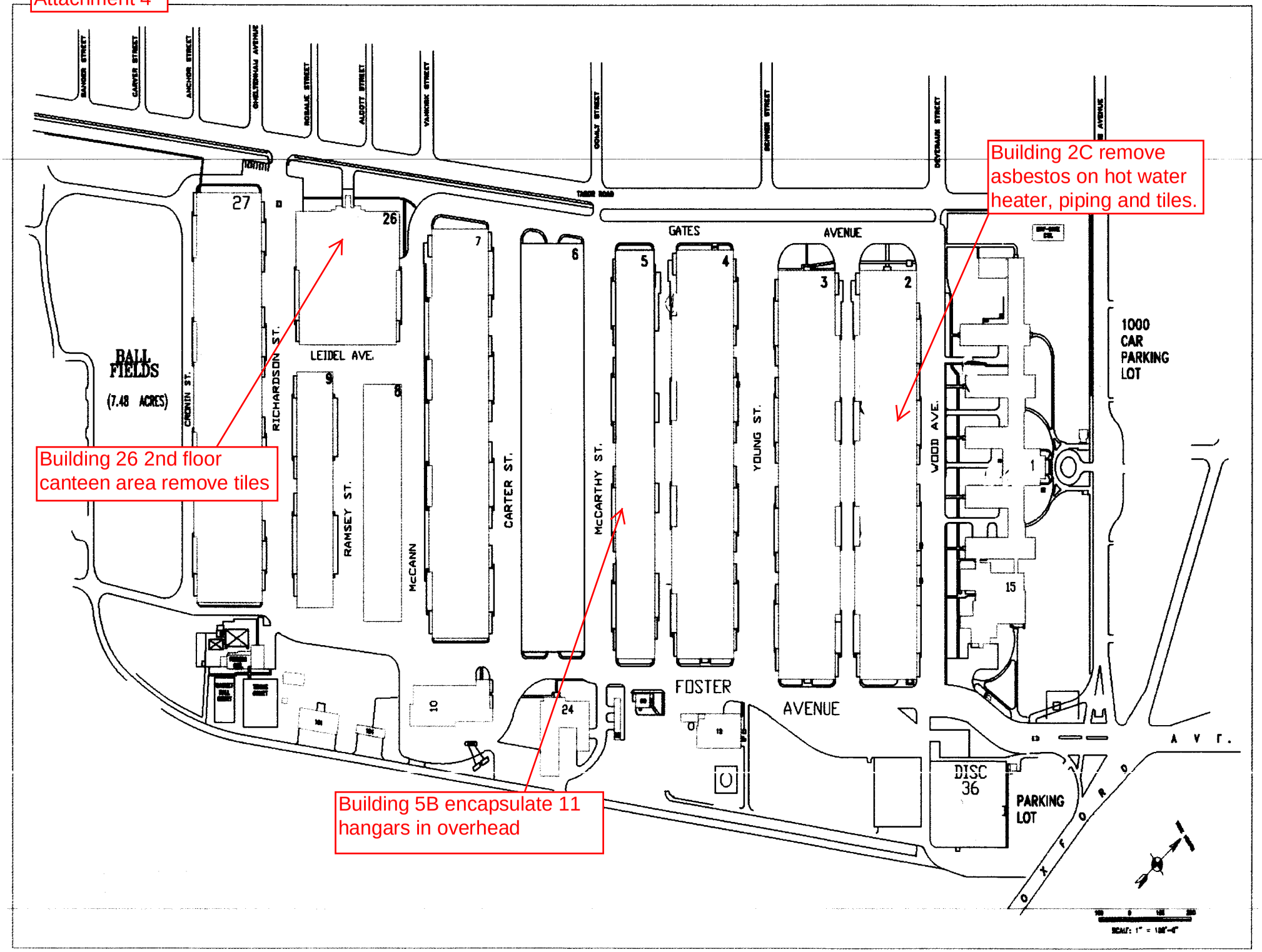
==========

END OF GENERAL DECISION

Attachment 3



Attachment 4



ATTACHMENT A
(18 September 2010)

REQUIREMENTS FOR CONTRACTOR LIFT OPERATIONS

A.1 GENERAL REQUIREMENTS: Mobile Cranes, multi-purpose machines, Material Handling Equipment (Forklifts) and other Construction equipment used to lift suspended loads shall be capable of safely lifting the heaviest load to and from its destination. Cranes, multi-purpose machines, Material Handling Equipment (Forklifts) and other Construction equipment, operators, operations, riggers, and rigging gear used to set outrigger pads and assemble counterweights, and operations shall be qualified and in accordance with NAVFAC P-307, Sections 6, 7, 8, 10, 11, 12, and 14, Occupational Safety and Health Administration (OSHA) 29 CFR, Parts 1910, 1915, 1917, 1918, 1919 and 1926, Army Corps of Engineers Manual EM 385-1-1 dated 15 September 2008, and COMNAVREG MIDLANT INSTRUCTION 11262.1, Contractor Crane Oversight Specification dated 8 February 2008.

Crane and other lift operations using multi-purpose machines, Material Handling Equipment (Forklifts) and other Construction equipment used to lift suspended loads shall not proceed until the Government receives and approves submittals specified in paragraph A.3.

A.2 REQUIREMENTS FOR ALL LIFTS: Lifts may be classified as "critical" by Navy standards if the capacity exceeds 75% of the mobile crane's rated capacity or the operator cannot see the rigger. The Contractor shall **submit a Lift Plan (Attachment A-1) for all crane operations** and a Lift Plan for all Critical Lifts using multi-purpose machines, Material Handling Equipment (Forklifts) and other Construction equipment

A.3 SUBMITTALS. The Contractor shall submit the following documentation for Government approval three (3) business days prior to each lift event, except that the Critical Lift Plan (if required) shall be submitted ten (10) days prior to each lift event.

SUBMITTALS FOR CRANE OPERATIONS:

A.3.1 Lift Plan (Attachment A-1)
A.3.2 Completed Certificate of Compliance (Attachment A-2).
A.3.3 Annual and quadrennial inspection document for the crane.
A.3.4 Crane Operator's Medical Certificate and operator's qualification's license.
A.3.5 Crane's load chart.
A.3.6 Crane's data sheet.
A.3.7 Job site ground loading conditions listing applicable restrictions.
A.3.8 Job site cribbing plan.
A.3.9.a Crane Operational Permit for Pier 4 (Attachment A-3.a).
A.3.9.b Crane Operation Permit for Piers & Wharfs (Attachment A-3.b).
A.3.10 Contractor Crane Entry Package Checklist (Attachment A-4).
A.3.11 Crane and Rigging Gear Accident Report (Attachment A-6, if required).
A.3.12 Contractor Crane or Rigging Operation Checklist (Attachment A-7).

SUBMITTALS FOR OTHER LIFT OPERATIONS USING MULTI-PURPOSE MACHNIES, MATERIAL HANDLING EQUIPMENT AND OTHER CONSTRUCTION EQUIPMENT:

A.3.13 Critical Lift Plan (if applicable, see paragraph A.7.17)
A.3.14 Completed Certificate of Compliance (Attachment A-2).

A.4 PERMIT FOR CRANE OPERATIONS AND LIFT OPERATIONS USING MULTI-PURPOSE MACHNIES, MATERIAL HANDLING EQUIPMENT AND OTHER CONSTRUCTION EQUIPMENT: Prior to arriving on-site for any event, the Contractor shall, without additional expense to

the Government, obtain all appointments, licenses, and permits required for the prosecution of the work**. Additionally, prior to commencing work for any crane lift event, the contractor shall participate in a pre-lift conference with the Government Crane Surveillance Team and review the Contractor Crane Entry Package Checklist (Attachment A-4) and Lift Plan (Attachment A-1). Upon completion of the pre-lift conference and review of Attachment A-4 and Attachment A-1, the Government Crane Surveillance Team will issue a completed NAVFAC MIDLANT Contractor Crane Operating Permit (Attachment A-5) prior to start of work for each event. This permit must be posted in the operator's cab and be visible to the government representative.**

A.5 INSPECTION OF CRANE OPERATIONS: The Government Crane Surveillance Team Inspector**, Gerald Wendrick, 215-399-6043 (mobile) or 215-897-6242 (office), or Gilbert Milbourne, 215-897-3522,** who is a representative of the Officer in Charge, NAVFAC Contracts, will inspect the contractor's crane , the contractor's required documentation , and the work. All scheduling for this inspection shall be coordinated through this inspector.

A.6 LIST OF ATTACHMENTS APPLICABLE TO CRANE OPERATIONS:

A-1. NAVFAC MIDLANT PWD PA Lift Plan (3 pages)
A-2. Certificate of Compliance (1 page)
A-3.a Crane Operational Permit for Pier 4
A-3.b Crane Operational Permit for Piers and Wharfs
A-4. Contractor Crane Entry Package Checklist (2 pages)
A-5. NAVFAC MIDLANT Contractor Crane Operating Permit (1 page)
A-6. Crane and Rigging Gear Accident Report (1 page)
A-7. Contractor Crane or Rigging Operation Checklist (2 pages)

A.7 SAFETY REQUIREMENTS AND ACCIDENT REPORTING FOR ALL LIFT OPERATIONS: The following requirements shall be met in addition to safety requirements discussed in other sections of the specification.

A.7.1 The Contractor shall submit to the Contracting Officer a full report of damage caused by crane operations to Government property or equipment by contractor employees. All damage reports shall be submitted to the Contracting Officer within 24 hours of the occurrence using the Crane and Rigging Gear Accident Report (Attachment A-6). The Contractor shall notify the Contracting Officer as soon as practical, but not later than four hours, after any WHE accident. (See definition in section 12 of P-307.) The Contractor shall secure the accident site and protect evidence until released by the Contracting Officer. The Contractor shall conduct an accident investigation to establish the root cause(s) of any WHE accident. Crane operations shall not proceed until cause is determined and corrective actions have been implemented to the satisfaction of the Contracting Officer. The Contractor shall provide the Contracting Officer within 30 days of any accident a Crane and Rigging Gear Accident Report using the form provided as Attachment A-6 consisting of a summary of circumstances, an explanation of causes(s), photographs (if available), and corrective actions taken. These notifications and reporting requirements are in addition to those promulgated by OPNAVINST 5100.23 and related command instructions.

A.7.2 Crane operators shall meet the requirements in U. S. Army Corps of Engineers Safety and Health Requirements Manual EM 385-1-1, Section 16. Crane operations shall also be in accordance with NAVFAC P0307, Sections 9, 10, 11, and 12. In addition, for mobile and commercial truck mounted cranes with Original Equipment Manufacturer (OEM) rated capacitates of 2,000 pounds or greater, crane operators shall be designated as qualified by a source that qualifies crane operators (i.e., union, a government agency, or and organization that tests and qualifies crane operators). Proof of current qualification shall be provided. The Contractor shall certify (Attachment A-2) that the operator is qualified and trained for the operation of the crane or machine to be used. Crane operators shall be licensed in accordance with the requirements of NAVFAC P-307, Sections 6, 7, and 8.

A.7.3 The Contractor shall comply with the crane manufacturer's specifications and limitations for erection

and operation of cranes and hoists used in support of the work. Erection shall be performed under the supervision of a designated person (as defined in ASME B30.5). All testing shall be performed in accordance with the manufacturer's recommended procedures.

A.7.4 The Contractor shall comply with ASME B30.5 and 29CFR 1926 for mobile cranes. All contractor rigging gear shall comply with, ASME B30.9, B30.10, B30.20a, B30.23, B30.26, and B18.15 as a minimum. The contractor shall comply with all OEM recommendations for selection, use, and maintenance for all rigging gear. Rigging equipment and usage practices shall also be accordance with NAVFAC P-307, Section 14.

The Contractor shall comply with specific activity regulations pertaining to crane safety and operation (including allowable access routes and ground loading limitations), and notify the contracting officer, in advance, of any cranes entering the activity or of any multi-purpose machines, material handling equipment, or construction equipment that may be used in a crane-like application to lift suspended loads. The contractor shall comply with applicable ANSI or ASME standards (e.g., ASME B30.5 for mobile cranes, ASME B30.22 for articulating boom cranes, ASME B30.3 for construction tower cranes, and ASME B30.8 for floating cranes, ASME B30.9 for slings, ASME B30.20 for below the hook lifting devices, and ASME B30.26 for rigging hardware, ANSI/ITSDF B56.6 for rough terrain forklifts). For barge-mounted mobile cranes, Contractor shall obtain a third party certification from an OSHA accredited organization (or a third party certification from a state accredited organization for those states with OSHA approved state plans), a load indicating device, a wind indicating device, and a marine type list and trim indicator readable in one-half degree increments.

Contractor shall certify (Attachment A-2) that the crane (or other machine if used to lift suspended loads) and the rigging equipment meet applicable OSHA and ANSI/ASME regulations (cranes/multipurpose machines used in cargo transfer shall comply with 29 CFR 1917; cranes/multi-purpose machines used in construction, demolition, or maintenance shall comply with 29 CFR 1926; cranes/multi-purpose machines used in shipbuilding**,** ship repair, or shipbreaking shall comply with 29 CFR 1915; slings shall comply with ASME B30.9, rigging hardware shall comply with ASME B30.26). The contractor shall also certify that all of its crane (or other machine) operators working on the naval activity have been trained not to bypass safety devices (e.g., anti-two block devices) during lifting operations. Certifications shall be posted on the crane.

For multi-purpose machines, material handling equipment, and construction equipment used to lift loads suspended by rigging equipment, Contractor shall provide proof or authorization from the machine OEM that the machine is capable of making lifts of loads suspended by rigging equipment. Contractor shall demonstrate that the equipment is properly configured to make such lifts and is equipped with a load chart.

A.7.5 Under no circumstance shall a Contractor make a lift at or above 90% of the cranes rated capacity in any configuration.

A.7.6 When operating in the vicinity of overhead transmission lines, operators and riggers shall be alert to this special hazard and shall follow the requirements of USACE EM 385-1-1 section 11 and ASME B30.5 or ASME B30.22 as applicable.

A.7.7 Crane suspended personnel work platforms (baskets) shall not be used unless the Contractor proves that using any other access to the work location would provide a greater hazard to the workers or is impossible. Personnel shall not be lifted with a line hoist or friction crane.

A.7.8 All employees shall be kept clear of loads about to be lifted and of suspended loads.

A.7.9 The Contractor shall use cribbing when performing lifts on outriggers.

A.7.10 The crane hook/block must be positioned directly over the load. Side loading of the crane is prohibited.

A.7.11 A physical barricade must be positioned to prevent personnel from entering the counterweight swing (tail swing) area of the crane.

A.7.12 Certification records which include the date of inspection, signature of the person performing the inspection, and the serial number or other identifier of the crane that was inspected shall always be available for review by Contracting Officer personnel.

A.7.13 Written reports listing the load test procedures used along with any repairs or alterations performed on the crane shall be available for review by Contracting Officer personnel.

A.7.14 Certify that all crane operators have been trained in proper use of all safety devices (e.g. anti-two block devices).

A.7.15 Take steps to ensure that wind speed does not contribute to loss of control of the load during lifting operations. Prior to conducting lifting operations the contractor shall set a maximum wind speed at which a crane can be safely operated based on the equipment being used, the load being lifted, experience of operators and riggers, and hazards on the work site. This maximum wind speed determination shall be included as part of the activity hazard analysis plan for that operation.

A.7.16 All hooks used on cranes, hoists, other machines, and rigging gear shall have self-closing latches or the throat opening shall be "moused" (secured with wire, rope, heavy tape, etc.) or otherwise secured to prevent the attached item from coming free of the hook under a slack condition. The following exceptions apply and shall be approved by the contractor’s technical organization: items where the hook throat is fully obstructed and not available for manual securing and lifts where securing the hook throat increases the danger to personnel such as forge shop, dip tank, or underwater work.

A.7.17 A critical lift plan shall be submitted for each of the following lifts: lifts over 75 percent of the capacity of the crane, hoist, or other machine (lifts over 50 percent of the capacity of a barge mounted mobile crane’s hoists) at any radius of lift; lifts involving more than one crane, hoist, or other machine; lifts of personnel (lifts of personnel suspended by rigging equipment from multi-purpose machines, material handling equipment, or construction equipment shall not be permitted); lifts made in the vicinity of overhead power lines; erection of cranes; and lifts involving non-routine rigging or operation, sensitive equipment, or unusual safety risks. The plan shall include the following as applicable:

A.7.17.1 The size and weight of the load to be lifted, including crane (or other machine) and rigging equipment that add to the weight. The OEM's maximum load capacities for the entire range of the lift shall also be provided.

A.7.17.2 The lift geometry, including the crane (or other machine) position, boom length and angle, height of lift, and radius for the entire range of the lift. Applies to both single and multiple crane/machine lifts.

A.7.17.3 A rigging plan, showing the lift points, rigging equipment, and rigging procedures.

A.7.17.4 The environmental conditions under which lift operations are to be stopped.

A.7.17.5 For lifts of personnel, the plan shall demonstrate compliance with the requirements of 29 CFR 1926.550(g).

A.7.17.6 For barge mounted mobile cranes, barge stability calculations identifying crane placement/footprint; barge list and trim based on anticipated loading; and load charts based on calculated list and trim specific to the barge the crane is mounted on. The amount of list and trim shall be within the crane manufacturer’s requirements.

A.7.17.7 For lifts in the vicinity of overhead power lines (i.e., if any part of the crane or other machine, including the fully extended boom of a telescoping boom crane or machine, or the load could approach the

distances noted in figure 10-3 of P-307 during a proposed operation), the plan shall demonstrate compliance to 29 CFR 1926.550(a)(15).

NAVFAC MIDLANT PWDPA LIFT PLAN

Complete and use this document to conduct a mandatory pre-lift brief with all crane team personnel prior to lifting operations.

CONTRACT NO:_____
CONTRACT TITLE:_____
LIFT DATE:_____
LIFT TYPE: (Routine/Critical)_____

a. **CLEARANCES:** (attach separate approvals as required)

1. Approved Utility Outages
2. Approved Road Closure and/or Restrictions

b. **LOAD WEIGHT** (known weight or verify weight with load indicator):_____

c. **LIFT GEOMETRY FOR ENTIRE RANGE OF LIFT:** (provide for each lift evolution)

1. Crane Position to Lift & Load_____
2. Lift Height Range_____
3. Load Radii__(Min: _____) ____(Max: _____)_____
4. Boom Length_____
5. Boom Angles used (determine exact boom angle, do not rely on the crane's boom angle indicator for critical lifts)_____

√ **NOTE: Ensure lift and swing path is clear of obstructions and maintain required clearance from electrical sources, and all persons are clear of the swing radius around the crane lift position.**

d. **CRANE DEDUCTIONS** (calculate)

1. Weight of Load (heaviest load)_____
2. Weight of Block/s_____
3. Weight of Headache Ball_____
4. Weight of Lifting Bar (Spreader Bars. etc)_____
5. Weight of Sling/Shackles/Gear_____
6. Weight of Jib & other attachments (see load chart)_____
7. Weight of load line beyond boom nose_____
8. Total Load on Crane_____
9. Capacity of crane as configured (boom length, radius, reeving, jibs)_____
10. Lift is (_____%) of crane's capacity (Shall not exceed 90% of crane capacity)

e. **LIFT PROCEDURE:** (Attach narrative, and detailed sketches as required)

ATTACHMENT A-1

NAVFAC MIDLANT PWDPA LIFT PLAN

f. **CREW QUALIFICATIONS** (attach license, and medical certificate or experience endorsement statement):

1. Crane Operator (*License Required, Medical Certificate*)
2. Lift Supervisor
3. Signal Person(s)
4. Crane/Rigging Walker(s) or Helper(s)
5. Rigger(s)

g. **RIGGING PLAN** – Lift Configuration, rigging gear (type, sizes, lengths, capacities, angle of application, applied loads, rigging procedures, safety plan, and stop points during evolution, as required (attach sketches as required):

h. **GROUND CONDITIONS** (Cribbing is mandatory for all ground conditions. Outriggers shall be positioned on crane rails when available.):

1. Bare Ground (____) consider type of soil and loading capacity
2. Concrete (____) confirm loading capacity is adequate
3. Asphalt (____) confirm loading capacity is adequate
4. Pier & Wharf (____) (obtain pier load limits from Public Works Engineers)

i. **WEATHER CONDITIONS DEEMED UNSAFE FOR LIFT OPERATIONS** (Wind speed shall not exceed 25 mph):

1. Reduced Visibility (How far)_____
2. Icing (Where)_____
3. Lightning, Static Electricity (or similar events)_____

j. **COMMUNICATIONS:** (Discuss with entire crane team)

1. Hand Signal (____) Any non-standard signals?
2. Radio (____) Blind Lifts

ATTACHMENT A-1

NAVFAC MIDLANT PWDPA LIFT PLAN

k. **CREW LIST** (print names with signatures):

_____

_____

_____

_____

_____

_____

_____

_____

l. **HAZARD ANALYSIS FOR CRANE SET-UP AND SET-DOWN PROCEDURES** (attach).

m. **LIFT SUPERVISOR'S STATEMENT:**

I, _____ certify that all items listed above have been addressed for this lift operation held today.

SIGNATURE OF LIFT SUPERVISOR: _____

ATTACHMENT A-1

VOID - see new doc dated 2-2013

CERTIFICATE OF COMPLIANCE

This certificate shall be signed by an official of the company that provides cranes (or multi-purpose machines, material handling equipment, or construction equipment used to lift loads suspended by rigging gear) or rigging gear for any application under this contract. Post a completed certificate on each crane or alternate machine (or in the contractor's on-site office for rigging operations) brought onto Navy property.

CONTRACTING OFFICER'S POINT OF CONTACT (Government Representative)	PHONE
PRIME CONTRACTOR/PHONE	CONTRACT NUMBER
CRANE OR ALTERNATE MACHINE SUPPLIER/PHONE (if different from prime contractor)	CRANE OR ALTERNATE MACHINE NUMBER (i.e., ID number)
CRANE OR ALTERNATE MACHINE MANUFACTURER/TYPE/CAPACITY	
CRANE OR ALTERNATE MACHINE OPERATOR'S NAME(S)	

I certify that

1. The above noted crane or alternate machine and all rigging gear conform to applicable OSHA regulations (host country regulations for naval activities in foreign countries) and applicable ASME B30 standards. The following OSHA regulations and ASME standards apply:_____
2. The operators noted above have been trained and are qualified for the operation of the above noted crane(s) or alternate machine(s).
3. The operators noted above have been trained not to bypass safety devices during lifting operations.
4. The operators, riggers and company officials are aware of the actions required in the event of an accident as specified in the contract.

COMPANY OFFICIAL SIGNATURE	DATE
COMPANY OFFICIAL NAME/TITLE	

POST ON CRANE (OR ALTERNATE MACHINE)

(IN CAB OR VEHICLE)

(or in the contractor's on-site office for rigging operations)

FIGURE P-1

Crane Operational Permit for Pier 4

Crane Contractor:	Vehicle Type:
Crane ID Number:	Model #:

Axle Loads in Travel Configuration	*Tractor Trailer Axle Loads*	*Outrigger Spacing*		*Max Outrigger Reaction*	
		Full Ext	Mid Ext	Full Ext	Mid Ext
First Axle Load:					
Second Axle Load:		Front:		.	
Third Axle Load:		Side:			
Fourth Axle Load:					
Fifth Axle Load:					
Sixth Axle Load:					
Gross Vehicular Weight:					

GENERAL CRANE OPERATING REQUIREMENTS:

- The crane and tractor trailers shall not travel outside of the designated "Vehicle Travel Path" or the "Crane Operational Area".
- The crane shall **only** travel on the pier while in it's **"Travel Configuration"** as identified above and with no counterweights on the vehicle. Maximum single axle load for cranes and tractor trailers shall not exceed 26,000 pounds.
- Tractor trailers shall be removed from the pier after off-loading cribbing, spreader beams, hook blocks, rigging gear, etc.
- The contractor shall provide the **maximum outrigger reaction** for each job on the pier for review.
- The contractor shall position all outrigger pads prior to attaching the counterweights and erecting the boom.
- No outrigger pad shall be positioned on utility manhole covers, access covers, or on pier utility trenches.
- It shall be the contractor's responsibility to properly design and construct outrigger cribbing to evenly distribute the outrigger reactions.

LIFTING IN THE "CRANE OPERATIONAL AREA":

- The contractor shall provide outrigger cribbing to evenly distribute outrigger reactions so as **not to exceed 900 psf**.

LIFTING FROM THE "VEHICLE TRAVEL PATH":

- Crane operations in the "Vehicle Travel Path" shall be authorized on a limited basis when no other alternatives are available.
- There shall be no lifts over the front of the crane. All operations shall occur along the back 180 degrees of the crane.
- The contractor shall provide spreader beams spanning between two (2) track rail beams so as not to impose any load on the slab.
- Outrigger reactions shall be limited to a maximum of 120,000 pounds centered on the spreader beams and centered between pile bents for the outrigger(s) transmitting the greatest reaction(s) during the lifting operation.
- Outrigger reactions shall be limited to a maximum of 70,000 pounds for all other configurations. This includes outrigger reactions not centered on spreader beams and/or pile bents and outrigger pads positioned directly on pile caps or track rail beams.

APPROVAL OF CRANE PERMITS FOR LIFTS ON PIER 4 IS GOVERNED BY DWG S-101 PIER 4 OPERATIONAL GUIDELINES (8/31/09).

Note: No lifting operation **shall** exceed the existing prescribed allowable pier capacities and/or operational requirements outlined above. The contractor shall submit a "Crane Data Sheet" to a designated NAVFAC MIDLANT PWD PA Weight Handling Engineer for evaluation of the prescribed crane operation a minimum of three business day prior to the proposed lifting operation. Approval shall be contingent upon a satisfactory review and evaluation of the prescribed operation. ***The Contractor shall not hold the government liable for any delay caused by such review including disapproval of the proposed lift.***
Permits shall be kept inside the operator's cab at all times while on the pier. Any questions regarding the permits shall be directed to NAVFAC MIDLANT PWD PA Weight Handling Engineer at telephone 215-897-6230. The Contractor has read and understands the imposed restrictions for operating on all piers.

Contractor Representative Date	NAVFAC MIDLANT PWD PA Weight Handling Engineer Approval Date

Permit Expiration Date

Crane Operational Permit for Piers & Wharfs

Crane Contractor:	Vehicle Type:
Crane ID Number:	Model #:

Axle Loads in Travel Configuration	*Tractor Trailer Axle Loads*	*Outrigger Spacing*		*Max Outrigger Reaction*	
		Full Ext	Mid Ext	Full Ext	Mid Ext
First Axle Load:					
Second Axle Load:		Front:		.	
Third Axle Load:		Side:			
Fourth Axle Load:					
Fifth Axle Load:					
Sixth Axle Load:					
Gross Vehicular Weight:					

GENERAL CRANE OPERATING REQUIREMENTS:

- Location – Indicate on Base Map. Attach to Permit.
- The crane shall **only** travel on piers and wharfs while in it's **"Travel Configuration"** as identified above and with no counterweights on the vehicle. Maximum single axle load for cranes and tractor trailers shall not exceed 26,000 pounds.
- Tractor trailers shall be removed from the piers and wharfs after off-loading cribbing, spreader beams, hook blocks, rigging gear, etc.
- The contractor shall provide **the maximum outrigger reaction** for each job on the pier and wharf for review.
- The contractor shall position all outrigger pads prior to attaching the counterweights and erecting the boom.
- No outrigger pad shall be positioned on utility manhole covers, access covers, or on pier utility trenches.
- It shall be the contractor's responsibility to properly design and construct outrigger cribbing to evenly distribute the outrigger reactions

LIFTING ON PIERS:

- The contractor shall provide outrigger cribbing to evenly distribute outrigger reactions so as **not to exceed 600 psf**.
- Load side outriggers shall be offset a minimum of 25 feet from the edge of the wharf.
- Outrigger cribbing shall be positioned on crane rails to the maximum extent practicable.

LIFTING ON WHARFS

- The contractor shall provide outrigger cribbing to evenly distribute outrigger reactions so as **not to exceed 900 psf**.
- Load side outriggers shall be offset a minimum of 25 feet from the edge of the wharf.
- Outrigger cribbing shall be positioned on crane rails to the maximum extent practicable.

Note: No lifting operation **shall** exceed the existing prescribed allowable pier capacities and/or operational requirements outlined above. The contractor shall submit a "Crane Data Sheet" to a designated NAVFAC MIDLANT PWD PA Weight Handling Engineer for evaluation of the prescribed crane operation a minimum of three business days prior to the proposed lifting operation. Approval shall be contingent upon a satisfactory review and evaluation of the prescribed operation. ***The Contractor shall not hold the government liable for any delay caused by such review including disapproval of the proposed lift.***

Permits shall be kept inside the operator's cab at all times while on the pier or wharf. Any questions regarding the permits shall be directed to NAVFAC MIDLANT PWD PA Weight Handling Engineer at telephone 215-897-3522. The Contractor has read and understands the imposed restrictions for operating on all piers and wharfs.

Contractor Representative Date	NAVFAC MIDLANT PWD PA Weight Handling Engineer Approval Date

Permit Expiration Date

VOID - see replacement document dated 2-2013

CONTRACTOR CRANE ENTRY PACKAGE CHECKLIST

COMNAVREGMIDLANTINST 11262.1
08 FEB 2008

1	Name of Crane Company & Crane Number	Company Crane Manufacture/Crane Model/Crane Number			
2	Date of Annual Inspection Expiration				
3	Date of Quadrennial Inspection Expiration				
4	Name & phone number of Contracting Official (or designated local representative)	Contracting Official Phone Number			
5	Does the package include a routine or critical lift plan?			Yes ☐	No ☐
6	Location of lift site				
7	Duration crane will be continuously on the job site (hrs, days, weeks…)				
8	Does plan include certification from contractor that the crane complies with ASME B30 standard [B30.5 (mobile cranes), B30.8 (floating cranes), B30.22 (articulating boom cranes), or B30.3 (construction tower cranes)] as applicable?			Yes ☐	No ☐
9	Does plan include a certificate of compliance per NAVFACMIDLANTINST 11262.1 [enclosure (1)]?			Yes ☐	No ☐
10	Which OSHA regulations does the certificate of compliance indicate? (For cranes used in cargo transfer, 29 CFR 1917 applies; for cranes used in construction, demolition, or maintenance, 29 CFR 1926 applies; for cranes used in shipbuilding, ship repair, or ship breaking, 29 CFR 1915 applies).				
11	Does plan include valid medical certificate and proof of operator qualification from a source that qualifies crane operators (union, governmental agency, or an organization that tests and qualifies crane operators)? Verify qualification for each back-up operator (if provided) on the certificate of compliance.		Yes ☐	No ☐	N/A ☐
12	Does the plan designate a qualified Rigger-in-Charge?			Yes ☐	No ☐
13	What is the weight of the heaviest load to be lifted?				lbs.
14	What is the weight of the rigging gear?				lbs.
15	What are the crane components (and their weights) that add to the weight of the load (hook, jib, etc.)?	Main Block			lbs.
		Aux. Block			lbs.
		Jib (Stowed)			lbs.
		Jib (Erected)			lbs.
		Other			lbs.
16	What is the maximum total crane lift (sum of 13, 14 & 15 above)?	TOTAL			lbs.
17	What is the capacity of the crane as configured?				lbs.
18	What percentage of crane capacity does this lift represent?				%
19	What is the main boom length? If a jib will be utilized, indicate the length and offset.		MAIN	JIB	OFFSET
20	What are the minimum and maximum load radii?	Min.		Max.	
21	Does the plan include the manufacturer's load chart for entire range of lift(s)?			Yes ☐	No ☐
22	Does plan include ground loading and outrigger reaction data to determine cribbing requirements, or a Waterfront Operational Permit?		Yes ☐	No ☐	N/A ☐

ATTACHMENT A-4

VOID - see doc dated 2-2013

23	For crawler crane, does the plan indicate area restrictions for operation?	Yes ☐	No ☐	N/A ☐
24	For floating crane, does plan include maximum allowable list?	Yes ☐	No ☐	N/A ☐
25	For mobile crane mounted on barge, is crane equipped with load indicating device? wind indicating device? marine type list and trim indicator (readable in one-half degree increments)?	Yes ☐	No ☐	N/A ☐
26	For mobile crane mounted on barge, does plan include revised load chart?	Yes ☐	No ☐	N/A ☐
27	What are the environmental conditions under which crane operations are to be stopped?			
28	Will the crane perform critical lifts per NAVFACMIDLANTINST 11262.1? **(If no, skip items 29 –49.)**	Yes ☐	No ☐	
29	What circumstances require this lift to be classified as a critical lift? (Blind lift, 75% of chart, non-routine rigging, etc.)			
30	What are the exact dimensions of the load? (L x W x H)			
31	Does the plan indicate the crane position? (Overhead view)	Yes ☐	No ☐	
32	What is the maximum lift height of the lift?			
33	What is the minimum boom angle?			
34	What is the maximum boom angle?			
35	What is the name of the operator?			
36	Indicate name(s) of backup operator (if required).			
37	Does the plan show lift points?	Yes ☐	No ☐	
38	Does the plan describe the rigging procedures?	Yes ☐	No ☐	
39	Does the plan indicate rigging hardware requirements?	Yes ☐	No ☐	
40	For personnel lifts, does the plan demonstrate compliance with 29 CFR 1926.550?	Yes ☐	No ☐	N/A ☐
41	Does EM 385-1-1 govern this lift?	Yes ☐	No ☐	N/A ☐
42	What are the coordination and communication requirements for the lift (e.g., radio and hand signals)?			
43	For tandem or tailing crane lifts, does the plan indicate the make and model of the crane, the line, boom, and swing speeds, and the requirement for an equalizer beam?	Yes ☐	No ☐	N/A ☐
44	For floating cranes, refer to questions 20-22?			
45	What is the name of the lift supervisor?			
46	Does the plan indicate the qualifications of the lift supervisor?	Yes ☐	No ☐	
47	What are the names of the riggers?			
48	Does the plan indicate the qualifications of the riggers?	Yes ☐	No ☐	
49	Did all involved personnel (Operator, Riggers, Lift Supervisor, etc.) sign the critical lift plan?	Yes ☐	No ☐	

Signature below verifies crane package complies with NAVFACMIDLANTINST 11262.1.

Name	Organization	Signature	Date	Phone
Contracting Official:				
Reviewed By				

ATTACHMENT A-4

VOID - see new version dated 2-2013

NAVFAC MIDLANT CONTRACTOR CRANE OPERATING PERMIT

_____

DATE ISSUED

_____

EXPIRATION DATE

CONTRACTING AGENT PHONE# & NAME _____

_____

CONTRACT OR JOB ORDER# _____

AUTHORIZED LOCATION _____

CRANE CONTRACTOR _____

CRANE NUMBER _____

SIGNATURE/ PERMIT NUMBER _____

ATTACHMENT A-5

CRANE AND RIGGING GEAR ACCIDENT REPORT

Accident Category: ☐ Crane Accident ☐ Rigging Gear Accident

From:

UIC:

To: Navy Crane Center
10 Industrial Hwy MS 82
Lester, Pa 19113-2090
Fax (610) 595-0612

Activity:

Report No:

Crane No:

Category:

Accident Date:

Time: hrs

Category of Service: ☐ SPS ☐ GPS

Crane Type:

Crane Manufacturer:

Location:

Weather:

Crane Capacity:

Hook Capacity:

Weight of Load on Hook:

Fatality or Permanent Disability? ☐ Yes ☐ No

Material/Property Cost Estimate:

Reported to NAVSAFECEN? ☐ Yes ☐ No

Accident Type:

☐ Personal Injury ☐ Overload ☐ Derail ☐ Damaged Rigging Gear

☐ Load Collision ☐ Two Blocked ☐ Dropped Load ☐ Damaged Crane

☐ Crane Collision ☐ Damaged Load ☐ Other Specify _____

Cause of Accident:

☐ Improper Operation ☐ Equipment Failure ☐ Inadequate Visibility

☐ Improper Rigging ☐ Switch Alignment ☐ Inadequate Communication

☐ Track Condition ☐ Procedural Failure ☐ Other Specify _____

Chargeable to:

☐ Track Walker ☐ Rigger ☐ Operator

☐ Maintenance ☐ Management/Supervision ☐ Other Specify _____

Crane Function:

☐ Travel ☐ Hoist ☐ Rotate ☐ Luffing ☐ Telescoping ☐ Other ☐ N/A

Is this accident indicative of a recurring problem? ☐ Yes ☐ No

If yes, list Accident Report Nos.: _____

ATTACH COMPLETE AND CONCISE SITUATION DESCRIPTION AND CORRECTIVE/PREVENTIVE ACTIONS TAKEN AS ENCLOSURE (1). Include probable cause and contributing factors. Assess damages and define responsibility. For equipment malfunction or failure, include specific description of the component and the resulting effect or problem caused by the malfunction or failure. List immediate and long term corrective/preventive actions assigned and respective codes.

Preparer:	Phone and E-Mail	Code	Date

Concurrences:		
	Code	Date
	Code	Date
Certifying Official (Crane Accidents Only):	Code	Date

ATTACHMENT A-6

VOID - see version dated 2-2013

CONTRACTOR CRANE OR RIGGING OPERATION CHECKLIST

		YES	NO
1	Is the Certificate of Compliance, P-1, in the operator's cab (or in the contractor's on-site office for rigging operations) with the current operator's name listed?		
2	Is the crane/machine transited to and from the job site correctly? Are the OEM instructions for travel being followed?		
2	Does the operator know the weight of the load to be lifted?		
3	Is the load to be lifted within the crane/machine manufacturer's rated capacity in its present configuration?		
4	Are outriggers or stabilizers required?		
5	If outriggers are required, are outriggers fully extended and down, and the crane load off the wheels?		
6	Is the crane/machine level and on firm ground, if the ground is not firm is the crane/machine blocked?		
7	If blocking is required, is the entire surface of the outrigger pad supported and is the blocking material of sufficient strength to safely support the loaded outrigger pad?		
8	If outriggers are not used, is the crane/machine rated for on-rubber lifts by the manufacturer's load chart? If stabilizers are used and not outriggers and the wheels are not off the ground is this the correct setup in accordance with the OEM?		
9	Is the swing radius of the crane counterweight clear of people and obstructions and accessible areas within the swing area barricaded to prevent injury or damage?		
10	Has the hook been centered over the load in such a manner to minimize swing?		
11	Is the load well secured and balanced in the sling or lifting device before it is lifted more than a few inches?		
12	Is the lift and swing path clear of obstructions?		
13	If rotation of the load being lifted is hazardous, is a tag or restraint line being used?		
14	Are personnel prevented from standing or passing under a suspended load?		
15	Is the operator's attention diverted?		
16	Are proper signals being used at all times? Is the operator responding properly to the signals? Are radios used for blind lifts?		
17	Is the load lifted a few inches to ensure it is secure and balanced?		
18	Are empty hooks lashed or otherwise secured during travel to prevent swinging?		
19	Does the operator remain at the controls while the load is suspended?		
20	Do the operations ensure that side loading is prohibited?		
21	Are personnel prevented from riding on a load?		
22	Are start and stop motions in a smooth fluid motion (no sudden acceleration or deceleration)?		
23	If operating near electric power lines, are the rules and guidelines understood and adhered to?		
24	Is the lift a critical lift?		
25	If so, are all regulations understood and check-off sheets initialed and signed off?		
25.1	Are any overhead power lines in the vicinity?		
25.2	If so, are complex lift rules and 1926.550(a)(15) being followed?		
26	If pick and carry operations are allowed and performed, are OEM directions followed (e.g. rotation lock engaged, boom centered over front or rear, etc.)?		
26	When the crane/machine is left unattended, is it in a safe condition?		
27	Is rigging gear undamaged and acceptable for the application?		

FIGURE P-2 (1 of 2)

28	Does rigging gear meet applicable ASME or host country standards (e.g. ASME B30.9 for slings, B30.10 for hooks, B30.26 for hardware such as shackles, safety hoist rings, eyebolts, etc, B30.20 for below the hook lifting devices, etc.)?		
29	Is the rigging gear inspected prior to use?		
30	Is chafing gear used to protect slings (especially synthetic slings) and equipment from damage due to sharp corners and edges?		
31	Is the rigging gear used in accordance with its working load limit? Is the load limit visible?		
32	Are positive latching devices used on crane and rigging hooks, or are the hooks "moused"?		

Contractor:	Subcontractor:
Location:	Date:
Notes:	
Signature of Contracting Officer's Representative:	

FIGURE P-2 (2 of 2)

Attachment A-7

CERTIFICATE OF COMPLIANCE	
This certificate shall be signed by an official of the company that provides cranes (or multi-purpose machines, material handling equipment, or construction equipment used to lift loads suspended by rigging gear) or rigging gear for any application under this contract. Post a completed certificate on each crane or alternate machine (or in the contractor's on-site office for rigging operations) brought onto Navy property.	
CONTRACTING OFFICER'S POINT OF CONTACT (Government Representative)	PHONE
PRIME CONTRACTOR/PHONE	CONTRACT NUMBER
CRANE OR ALTERNATE MACHINE SUPPLIER/PHONE (if different from prime contractor)	CRANE OR ALTERNATE MACHINE NUMBER (i.e., ID #)
CRANE OR ALTERNATE MACHINE MANUFACTURER/TYPE/CAPACITY	
CRANE OR ALTERNATE MACHINE OPERATOR'S NAME(S)	
I certify that 1. The above noted crane or alternate machine and all rigging gear conform to applicable OSHA regulations (host country regulations for naval activities in foreign countries) and applicable ASME B30 standards. The following OSHA regulations and ASME standards apply:_____ 2. The operators noted above have been trained and are qualified for the operation of the above noted crane(s) or alternate machine(s). 3. The operators noted above have been trained not to bypass safety devices during lifting operations. 4. The operators, riggers and company officials are aware of the actions required in the event of an accident as specified in the contract.	
COMPANY OFFICIAL SIGNATURE	DATE
COMPANY OFFICIAL NAME/TITLE	
POST ON CRANE (OR ALTERNATE MACHINE) (IN CAB OR VEHICLE) (or in the contractor's on-site office for rigging operations)	

CONTRACTOR CRANE/WHE ENTRY PACKAGE CHECKLIST

1	Company / Equipment Information	Company Name			
		Equipment Manufacture / Equipment Model / Equipment Number			
2	Date of Annual Inspection Expiration		CONTRACT NUMBER		
3	Date of Quadrennial Inspection Expiration				
4	Name & phone number of Contracting Official (or designated local representative)	Contracting Official			
		Phone Number			
5	Does the package include a routine or critical lift plan?			YES	NO
6	Has the contract been verified to contain all the requirements of NAVFAC P-307 Paragraphs 1.7.2 a.-j. as applicable?			YES	NO
7	Location of lift site				
8	Duration equipment will be continuously on the job site (hrs, days, weeks…)				
9	Does plan include certification from contractor that the equipment complies with applicable ASME standards IAW Ref. (c)?			YES	NO
10	Does plan include a certificate of compliance per COMNAVREGMIDLANTINST 11262.1A [enclosure (1)]?			YES	NO
11	Which OSHA regulations does the certificate of compliance indicate? (For cranes used in cargo transfer, 29 CFR 1917 applies; for cranes used in construction, demolition, or maintenance, 29 CFR 1926 applies; for cranes used in shipbuilding, ship repair, or ship breaking, 29 CFR 1915 applies).				
12	Does plan include valid medical certificate and proof of operator qualification from a source that qualifies crane/equipment operators (union, governmental agency, or an organization that tests and qualifies crane/equipment operators)? Verify qualification for each back-up operator (if provided) on the certificate of compliance.		YES	NO	N/A
13	Does the plan designate a qualified Rigger-in-Charge?			YES	NO
14	What is the weight of the heaviest load to be lifted?				lbs.
15	What is the weight of the rigging gear?				lbs.
16	What are the crane components (and their weights) that add to the weight of the load (hook, jib, etc.)?	Main Block			lbs.
		Aux. Block			lbs.
		Jib (Stowed)			lbs.
		Jib (Erected)			lbs.
		Other			lbs.
17	What is the maximum total crane lift (sum of 13, 14 & 15 above)?	TOTAL			lbs.
18	What is the capacity of the equipment as configured?				lbs.
19	What percentage of the equipment capacity does this lift represent?				%
20	What is the main boom length? If a jib will be utilized, indicate the length and offset.		Main	Jib	Offset
21	What are the minimum and maximum load radii?	Min		Max	
22	Does the plan include the manufacturer's load chart for entire range of lift(s)?			YES	NO
23	Does plan include ground loading and outrigger reaction data to determine cribbing requirements, or a Waterfront Operational Permit?		YES	NO	N/A

CONTRACTOR CRANE/WHE ENTRY PACKAGE CHECKLIST (CONT)

24	For crawler crane, does the plan indicate area restrictions for operation?	YES	NO	N/A
25	For floating crane, does plan include maximum allowable list?	YES	NO	N/A
26	For mobile crane mounted on barge, is crane equipped with load indicating device? Wind indicating device? Marine type list and trim indicator (readable in one-half degree increments)?	YES	NO	N/A
27	For mobile crane mounted on barge, does plan include revised load chart?	YES	NO	N/A
28	What are the environmental conditions under which crane/WHE operations are to be stopped?			
29	Will the crane perform critical lifts per COMNAVREGMIDLANTINST 11262.1A? (If no, skip items 29-49.)		YES	NO
30	What circumstances require this lift to be classified as a critical lift? (Blind lift, 75% of load chart non-routine rigging, etc.)			
31	What are the exact dimensions of the load? (L x W x H)			
32	Does the plan indicate the crane position? (Overhead view)		YES	NO
33	What is the maximum lift height of the lift?			
34	What is the minimum boom angle?			
35	What is the maximum boom angle?			
36	What is the name of the operator?			
37	Indicate name(s) of backup operator (if required).			
38	Does the plan show lift points?		YES	NO
39	Does the plan describe the rigging procedures?		YES	NO
40	Does the plan indicate rigging hardware requirements?		YES	NO
41	For personnel lifts, does the plan demonstrate compliance with 29 CFR 1926.1431?	YES	NO	N/A
42	Does EM 385-1-1 govern this lift?	YES	NO	N/A
43	What are the coordination and communication requirements for the lift (e.g., radio and hand signals)?			
44	For tandem or tailing crane lifts, does the plan indicate the make and model of the crane, the line, boom, and swing speeds, and the requirement for an equalizer beam?	YES	NO	N/A
45	For floating cranes, refer to questions 20-22?			
46	What is the name of the lift supervisor?			
47	Does the plan indicate the qualifications of the lift supervisor?		YES	NO
48	What are the names of the riggers?			
49	Does the plan indicate the qualifications of the riggers?		YES	NO
50	Did all involved personnel (Operator, Riggers, Lift Supervisor, etc.) sign the critical lift plan?		YES	NO

Signature below verifies crane package complies with CNRMA INST 11262.1A and NAVFAC P-307

Contracting Official:	**Organization:**	**Signature:**	**Date:**	**Phone:**
Reviewed By:				

CONTRACTOR CRANE OR RIGGING OPERATIONS CHECKLIST				
		YES	NO	N/A
1	Is the Certificate of Compliance, P-1, in the operator's cab (or in the contractor's on-site office for rigging operations) with the current operator's name listed?			
2	Is the crane/machine transited to and from the job site correctly? Are the OEM instructions for travel being followed?			
3	Does the operator know the weight of the load to be lifted?			
4	Is the load to be lifted within the crane/machine manufacturer's rated capacity in its present configuration?			
5	Are outriggers or stabilizers required?			
6	If outriggers are required, are outriggers fully extended and down, and the crane load off the wheels?			
7	Is the crane/machine level and on firm ground, if the ground is not firm is the crane/machine blocked?			
8	If blocking is required, is the entire surface of the outrigger pad supported and is the blocking material of sufficient strength to safely support the loaded outrigger pad?			
9	If outriggers are not used, is the crane/machine rated for on-rubber lifts by the manufacturer's load chart? If stabilizers are used and not outriggers and the wheels are not off the ground is this the correct setup in accordance with the OEM?			
10	Is the swing radius of the crane counterweight clear of people and obstructions and accessible areas within the swing area barricaded to prevent injury or damage?			
11	Has the hook been centered over the load in such a manner to minimize swing?			
12	Is the load well secured and balanced in the sling or lifting device before it is lifted more than a few inches?			
13	Is the lift and swing path clear of obstructions?			
14	If rotation of the load being lifted is hazardous, is a tag or restraint line being used?			
15	Are personnel prevented from standing or passing under a suspended load?			
16	Is the operator's attention diverted?			
17	Are proper signals being used at all times? Is the operator responding properly to the signals? Are radios used for blind lifts?			
18	Is the load lifted a few inches to ensure it is secure and balanced?			
19	Are empty hooks lashed or otherwise secured during travel to prevent swinging?			
20	Does the operator remain at the controls while the load is suspended?			
21	Do the operations ensure that side loading is prohibited?			
22	Are personnel prevented from riding on a load?			
23	Are start and stop motions in a smooth fluid motion (no sudden acceleration or deceleration)?			
	CONTRACTOR CRANE OR RIGGING OPERATIONS			

	CHECKLIST (CONT).			
24	If operating near electric power lines, are the rules and guidelines understood and adhered to?			
25	Is the lift a critical lift?			
26	If so, are all regulations understood and check-off sheets initialed and signed off?			
27	Are any overhead power lines in the vicinity?			
28	If so, are complex lift rules and 1926.1407-1411 being followed?			
29	If pick and carry operations are allowed and performed, are OEM directions followed (e.g. rotation lock engaged, boom centered over front or rear, etc.)?			
30	When the crane/machine is left unattended, is it in a safe condition?			
31	Is rigging gear undamaged and acceptable for the application?			
32	Does rigging gear meet applicable ASME or host country standards (e.g. ASME B30.9 for slings, B30.10 for hooks, B30.26 for hardware such as shackles, safety hoist rings, eyebolts, etc, B30.20 for below the hook lifting devices, etc.)?			
33	Is the rigging gear inspected prior to use?			
34	Is chafing gear used to protect slings (especially synthetic slings) and equipment from damage due to sharp corners and edges?			
35	Is the rigging gear used in accordance with its working load limit? Is the load limit visible?			
36	Are positive latching devices used on crane and rigging hooks, or are the hooks "moused"?			

Contractor:	Subcontractor:
Location:	Date:
Notes:	
Signature of Contracting Officer's Representative:	

CONTRACTOR CRANE/WHE OPERATING PERMIT

NAVFAC MIDLANT CONTRACTOR CRANE/WHE OPERATING PERMIT

_____

_____

DATE ISSUED

_____

EXPIRATION DATE

CONTRACTING AGENT NAME & PHONE# _____

_____

CONTRACT #

_____

AUTHORIZED LOCATION

_____

EQUIPMENT CONTRACTOR

_____

EQUIPMANT NUMBER

_____