

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER ACQR3912271		PAGE 1 OF 63				
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER N40085-16-T-4601		6. SOLICITATION ISSUE DATE 20-Oct-2015		
7. FOR SOLICITATION INFORMATION CALL:			a. NAME MORGAN B. FISZEL			b. TELEPHONE NUMBER (No Collect Calls) (401) 841-3179		8. OFFER DUE DATE/LOCAL TIME 02:00 PM 20 Nov 2020		
9. ISSUED BY NAVFAC MID ATLANTIC PWD NEWPORT BLDG 1SIMONPIETRI DRIVE NAVAL STATION NEWPORT NEWPORT RI 02841-1712  TEL: FAX:			CODE N40085		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input checked="" type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: 36.5M NAICS: 236220			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS
15. DELIVER TO NAVFAC MID ATLANTIC MORGAN B. FISZEL PWD NEWPORT BLDG 1SIMONPIETRI DRIVE NAVAL STATION NEWPORT NEWPORT RI 02841-1712 TEL: (401) 841-3179 FAX:			CODE N40085		16. ADMINISTERED BY					CODE
17a. CONTRACTOR/OFFEROR				CODE		18a. PAYMENT WILL BE MADE BY				CODE
TEL.				FACILITY CODE						
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER					18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES				21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT		
<b>SEE SCHEDULE</b>										
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)				
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.					29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:					
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			31c. DATE SIGNED			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)					
					TEL: EMAIL:					

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<p><b>SEE SCHEDULE</b></p>					

32a. QUANTITY IN COLUMN 21 HAS BEEN  
 RECEIVED  INSPECTED  ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
	42b. RECEIVED AT ( <i>Location</i> )
	42c. DATE REC'D ( <i>YY/MM/DD</i> )
	42d. TOTAL CONTAINERS

Section SF 30 - BLOCK 14 CONTINUATION PAGE

SPECIAL INSTRUCTIONS

**SUPPLEMENTARY INSTRUCTIONS TO BIDDERS**

1. This solicitation is a total set aside for Small Businesses.

2. Estimated magnitude is between **\$25,000 and \$100,000.**

3. NAICS Code **236220**; size standard **\$36,500,000.**

4. The attached Wage Determination is in affect for this project and can be found at the Department of Labor Website <http://www.wdol.gov/>.

5. DELIVERY OF QUOTES

All quotes should be emailed to: [morgan.fiszel@navy.mil](mailto:morgan.fiszel@navy.mil)

6. SOLICITATION QUESTIONS

Written questions may be submitted to the email address above.

The alternate POC is **Leslie Brazil at [leslie.brazil@navy.mil](mailto:leslie.brazil@navy.mil) or (401) 841-3407.**

Answers, interpretations, or decisions will not become official unless verified by an amendment to the solicitation issued prior to the receipt of bids.

7. SITE VISITS: **Not applicable**



Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Job		

Generator Maintenance Platforms

FFP

Furnish and install generator maintenance platforms in accordance with the attached statement of work.

FOB: Destination

PURCHASE REQUEST NUMBER: ACQR3912271

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NET AMT

STATEMENT OF WORK

**STATEMENT OF WORK  
FOR CONSTRUCTION SOLICITATION**

**DATE:** 10/05/2015

**PROJECT TITLE:** Install Generator Maintenance Platforms

**PROJECT LOCATION:** Naval Station Newport, Newport, RI

**PART I - PROJECT SCOPE AND GENERAL INFORMATION:**

- 1.1 GENERAL INTENTION: It is the declared and acknowledged intention and meaning to provide construction services for a complete and ready to use product.
- 1.2 GENERAL DESCRIPTION: Provide fabrication, materials, labor, transportation, equipment, supplies, and supervision to install six (6) generator maintenance platforms at emergency diesel generators as described herein, complete and ready for use.
- 1.3 LOCATION: The work shall be located at six (6) buildings at Naval Station Newport, Newport, Rhode Island:  
Buildings 292, 399, 440, and 690, Naval Station Newport (NAVSTA)  
Building 44, Naval Health Clinic New England (NHCNE)  
Building P-58, Melville
- 1.4 COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK: The contractor shall commence work under the contract within 15 calendar days after the date of contract award. The contractor shall complete the entire work, ready for use, within 150 calendar days. The time stated for completion shall include final clean-up of the premises. The contractor shall set up a meeting with the Contracting Officer or representative prior to the start of work. The contractor shall schedule his work no less than 48 hours in advance with the Contracting Officer.

- 1.5 PARTIAL PAYMENT: Partial payment for work accomplished under this contract will not be made. Payment will only be made when work is 100 percent complete and accepted by the Government.
- 1.6 OSHA/EPA REGULATIONS: During performance of all work under this contract, the contractor shall strictly adhere to regulations of the Environmental Protection Agency (EPA) and the Occupational Safety and Health Agency (OSHA NFPA 70), as well as all applicable State and Local requirements, Newport NAVSTA regulations, and the Army Corps of Engineers Safety and Health Requirements Manual EM-385.
- 1.7 ATTACHMENTS:
- a. Generator Location Maps
  - b. Generator Photographs
- 1.8 EXAMINATION OF THE PREMISES: Bidders are expected to visit Naval Station Newport prior to bid submission to verify provided information and assess conditions to be encountered which may affect the cost of performance. Failure to become familiar with existing conditions shall not relieve the contractor from the responsibility for full completion of the work. The contractor is required to contact the Facilities Support Contracts Office at 401-841-2047 prior to commencement and upon completion of work.

## **PART II - TECHNICAL REQUIREMENTS:**

### 2.1 DETAILED REQUIREMENTS:

#### BACKGROUND:

Emergency diesel generators, installed at Naval Station Newport between 2011 and 2015, require periodic maintenance. Generators were originally installed without maintenance platforms. Lack of platforms has presented a safety concern. Current project will provide maintenance platforms as described below.

#### SCOPE:

Fabricate and install six aluminum maintenance platforms at emergency diesel generators as listed below:

Location	Manufacturer	Model No.
NAVSTA Bldg. 292	Kohler	450REOZDD
NAVSTA Bldg. 399	Kohler	300REOZJ
NAVSTA Bldg. 440	Kohler	250REOZJE
NAVSTA Bldg. 690	Kohler	250REOZJE
NHCNE Bldg. 44	Kohler	100REOZJF
Melville Bldg. P-58	Generac	SD060

Platforms shall be constructed from aluminum components, 0.125 plate minimum, finished to withstand the New England environment, and provide a non-slip walking surface. Typical construction requires platform support from generator sub-base. Attachment to existing generator sub-base components shall comply with provisions of original equipment warranty, specifications, and technical and safety requirements. Platforms shall be designed to withstand applied vertical and horizontal forces and meet building code requirements applicable to maintenance platform design and construction. Design submittal shall include structural calculations signed and sealed by a professional engineer.

Typical construction requires U-shaped platforms designed to permit access to all components requiring service or visual inspection, including system controls. Service doors shall swing open 180 degrees unless infeasible based on cost or design considerations.

Platform, railings and stairs shall meet applicable design and safety requirements per state and local building codes and referenced documents. Railings shall be attached using bolted connections and removable. Provide stairs for platform access. Stair construction may require addition of concrete slab for support, to be provided by contractor as part of this scope of work.

#### RESPONSIBILITIES:

Contractor shall travel to Naval Station Newport, Newport, RI, prior to the bid quote to review sites and verify statement of work. Bid proposal shall include design concept and material specifications.

**WARRANTY:**

The Contractor and NAVFAC Inspector shall inspect each unit for deficiencies. Contractor shall provide a one-year warranty covering materials and installation. Warranty period will begin on date of final acceptance of all six units by the Government. If notified of a system failure requiring warranty services, contractor shall respond within 48 hours of notification.

**PART III – SUPPLEMENTAL REQUIREMENTS:****3.1 REFERENCES:**

All work shall comply with:

Unified Facilities Criteria (UFC):

1-200-01, General Building Requirements

3-301-01, Structural Engineering

Occupational Safety & Health Administration (OSHA) standards:

29 CFR 1910, Walking-Working Surfaces

29 CFR 1926, Stairways and Ladders

**3.2 SECURITY AND IDENTIFICATION BADGING:**

All contractor employees and sub-contractors on the job site must be U.S. citizens. A list of individuals requiring access to the job site will be provided to NAVSTA Newport, RI. prior to the start of the installation.

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). Contractor shall 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 SECTION 01 14 00 contract, 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.

### 3.3 SHOP DRAWING AND SUBMITTAL:

- a. Prior to starting work, the contractor shall provide a minimum of 2 copies of all submittals for approval purposes for all materials to be used on this project (project specifications may require the provision of additional submittal copies). Partial submittals will not be acceptable and will be returned without review. Submittals shall be from the manufacturer and complete with manufacturers name, catalog number, specifications, and any other information necessary to approve the materials. Material Safety Data Sheets (MSDS) shall be submitted along with product data for any potentially hazardous materials such as paints, adhesives, sealants, cleaners, gypsum board compound, flux materials, etc. Use low VOC materials wherever possible. No hazardous materials shall be brought on to government property without approved MSDS. The contractor shall maintain a copy of all MSDS at the job site at all times.
- b. Submit shop drawings and calculations for review and approval. Submittals shall include the following:

- Detailed Plans
- Specifications
- Engineering Calculations
- Manufacturer Cut Sheets

- c. Accident Prevention Plan (APP) at least 10 days in advance of starting work, following Appendix A of EM-385-1-1. The plan shall incorporate all aspects of the project and additionally include the items mentioned below, as appropriate. Work may not begin until approval of the APP.
- d. Traffic control plan when any operation may interrupt or interfere with normal traffic in the area. Plan shall meet the requirements of EM-385-1-1.
- e. Safety plan
- f. Environmental Protection Plan
- g. Product information for all material to be used.
- h. Schedule
- i. Schedule of Values
- j. Warranties

#### 3.4 GENERAL REQUIREMENTS:

- a. Work shall be performed during normal hours Monday through Friday 0700-1700 excluding federal holidays. Work performed outside of normal hours requires the approval of the Contracting Officer's representative. Submit requests for approval a minimum of 5 working days in advance. Utility outages shall be performed during off hours unless directed otherwise.
- b. Before beginning any excavation, contractor will follow National and Navy Dig Safe requirements. Navy Dig Safe POC, Fran Furtado (401) 841-1355.
- c. Extreme care shall be exercised to avoid damaging government or personal property, damaged or destroyed objects will be repaired or replaced, at the contracting officers' approval at no expense to the government.
- d. Any road closures will be coordinated through the Navy road closure process set forth by the NAVFAC Newport Facilities Engineering and Acquisition Division.
- e. In accordance with the EM-385-1-1, contractor will be responsible for submitting an Accident Prevention Plan (APP) to the contracting officer or representative before the start of work.
- f. The contractor shall be responsible for proper disposal of all items to be removed from government property, and clean up all dust and debris generated at the construction sites

on a daily basis. For specific direction, contact Naval Station Newport's environmental division at (401) 841-7561. The contractor shall comply with NAVSTA waste recycling and green procurement policies.

- g. During the performance of this contract, contractor shall strictly adhere to environmental protection agency regulations (EPA), the federal occupational safety and health regulations (OSHA), EM 385-1-1, as well as all applicable state and local requirements.
- h. Contractor parking is available on site.
- i. Contractor to provide preferred space for lay down area for Government approval.
- j. Soil and sediment erosion controls are necessary unless excess soil is to be piled.
- k. For exterior work, or work which involves closing a building's entrance, the contractor shall install and maintain temporary chain link construction fencing set into moveable concrete blocks, meeting the requirements of EM-385-1-1, around the entire work area unless otherwise indicated. Fencing shall be installed to prevent unauthorized personnel from entering the work zone or any unsafe area. The fence shall be equipped with signage as required by EM-385-1-1. Provide gates where necessary for access by emergency personnel or to allow personnel to escape during an emergency. Temporary chain link fencing shall remain in place and maintained for the duration of the project.
- l. The contractor shall take necessary precautions to ensure any roof or other building opening exposed to the weather are monitored and protected. Take immediate actions necessary to seal off such openings when rain or other detrimental weather is imminent, and at the end of each workday. Ensure that the openings are completely sealed off to protect materials and equipment in the building from damage.
- m. When a warning of gale force winds is issued, take precautions to minimize danger to persons, and protect the work and nearby Government property. Precautions shall include, but are not limited to, closing openings; removing or securing loose materials, tools and equipment from exposed locations; and removing or securing scaffolding and other temporary work. Close openings in the work when storms of lesser intensity pose a threat to the work or any nearby Government property. During severe weather the contractor will be required to take any additional actions as required by the contracting officer or representative. Any work required to protect against inclement weather or high winds shall be at the contractor's expense.

## **Contract Minimum Safety Requirements**

The Contractor shall provide a Site Safety & Health Officer (SSHO) whose primary duty and responsibility is to prepare and enforce the Contractor's safety program on this contract. For contracts \$200,000/year or less or contracts of minimal safety risk, the SSHO shall have satisfactory experience in preparing and enforcing safety programs on contracts of similar size and complexity in the past, and **the SSHO must have completed the OSHA 10-hour construction safety class or equivalent within the last three years**. The SSHO may be the same person as the project manager but shall have fulfilled the pre-requisite qualification and experience.

For contracts greater than \$200,000/year but less than \$2M/year or contracts of medium safety risk the SSHO shall have completed three years of satisfactory experience in preparing and enforcing safety programs on contracts of similar size and complexity in the past, and shall have completed the OSHA 30-hour construction safety class or equivalent within the last three years. The SSHO may be the same person as the project manager but shall have fulfilled the pre-requisite qualification and experience.

### **EM 385-1-1 Minimum Requirements**

#### **Extracted from Appendix A**

## **10. RISK MANAGEMENT PROCESSES.**

Detailed project-specific hazards and controls shall be provided by an Activity Hazard Analysis (see attached) for each major phase/activity of work.

## **11. ABBREVIATED APP for LIMITED-SCOPE SERVICE, SUPPLY AND R&D CONTRACTS.**

If service, supply and R&D contracts with limited scopes are awarded, the contractor may submit an abbreviated Accident Prevention Plan. This APP shall address the following areas **at a minimum**. If other areas of the EM 385-1-1 are pertinent to the contract, the contractor must assure these areas are addressed as well.

- a. Title, signature, and phone number of the plan preparer.

b. Background Information to include: Contractor; Contract number; Project name; Brief project description, description of work to be performed, and location (map); The project description shall provide a means to evaluate the work being done (see AHA requirements in 01.A.13) and associated hazards involved. Contractor's APP shall address the identified hazards involved and the control measures to be taken.

c. Statement of Safety and Health Policy detailing their commitment to providing a safe and healthful workplace for all employees.

d. Responsibilities and Lines of Authorities – to include a statement of the employer's ultimate responsibility for the implementation of his SOH program; Identification and accountability of personnel responsible for safety at all levels to include designated site safety and health officer (SSHO) and associated qualifications. The District SOHO will review the qualifications for acceptance.

e. Training - new hire SOH orientation training at the time of initial hire of each new employee and any periodic retraining/recertification requirements.

f. Procedures for job site inspections - assignment of responsibilities and frequency.

g. Procedures for reporting man-hours worked and reporting and investigating any accidents as soon as possible but not more than 24 hours afterwards to the Contracting Officer/Representative (CO/COR). An accident that results in a fatal injury, permanent partial or permanent total disability shall be immediately reported to the Contracting Officer.

h. Emergency Planning. Employees working alone shall be provided an effective means of emergency communication. This may be cellular phone, two-way radio or other acceptable means. The selected means of communication must be readily available and must be in working condition.

i. Drinking Water provisions, toilet and washing facilities.

j. First Aid and CPR training (at least two employees on each shift shall be qualified/certified to administer first aid and CPR) and provision of first aid kit (types/size).

k. Personal Protective Equipment.

(1) **WORK CLOTHING - Minimum Requirements.** Employees shall wear clothing suitable for the weather however minimum requirements for work shall be short-sleeve shirt, long pants (excessively long or baggy pants are prohibited) and leather work shoes. If analysis determines that safety-toed (or other protective) footwear is necessary (i.e., mowing, weedeating, chain saw use, etc), they shall be worn.

(2) **Eye and Face Protection.** Eye and face protection shall be worn as determined by an analysis of the operations being performed **HOWEVER**, all involved in chain saw use, chipping, stump grinding, pruning operations, grass mowing, weedeating and blowing operations shall be provided safety eyewear (Z87.1) as a minimum.

(3) **Hearing Protection.** Hearing protection must be worn by all those exposed to high noise activities (to include grass mowing and trimming, chainsaw operations, tree chipping, stump grinding and pruning).

(4) **Head Protection.** Hard hats shall comply with ANSI Z89.1 and shall be worn by all workers when a head hazard exists. At a minimum, hard hats shall be worn when performing activities identified in (2) above.

(5) **High Visibility Apparel** shall comply with ANSI/ISEA 107, Class 2 requirements at a minimum and shall be worn by all workers exposed to vehicular or equipment traffic.

(6) **Protective Leg chaps** shall be worn by all chainsaw operators.

(7) **Gloves of the proper type** shall be worn by persons involved in activities that expose the hands to cuts, abrasions, punctures, burns and chemical irritants.

(8) If work is being performed around water and drowning is a hazard, PFDs must be provided and worn as appropriate.

l. Machine Guards and safety devices. Lawn maintenance equipment must have appropriate guards and safety devices in place and operational.

m. Hazardous Substances. When any hazardous substances are procured, used, stored or disposed, a hazard communication program must be in effect and MSDSs shall be available at the worksite. Employees shall have received training in hazardous substances being used. When the eyes or body of any person may be exposed to corrosives, irritants or toxic chemicals, suitable facilities for quick drenching or flushing of the eyes and body shall be provided within 10 seconds of the worksite.

n. Traffic control shall be accomplished in accordance with DOT's MUTCD.

o. Control of Hazardous Energy (Lockout/Tagout). Before an employee performs any servicing or maintenance on any equipment where the unexpected energizing or startup of the equipment could occur, procedures must be in place to ensure adequate control of this energy.

p. Driving, working on (i.e., working with equipment/mowers) while on slopes, working from/in boats/skiffs, etc shall also be considered and dealt with accordingly.

q. Fall Protection – full text as required by the EM385-1-1.

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-NOV-2015 TO 01-APR-2016	N/A	NAVFAC MID ATLANTIC MORGAN B. FISZEL PWD NEWPORT BLDG 1SIMONPIETRI DRIVE NAVAL STATION NEWPORT NEWPORT RI 02841-1712 (401) 841-3179 FOB: Destination	N40085

## CLAUSES INCORPORATED BY REFERENCE

52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2015
52.204-16	Commercial and Government Entity Code Reporting	JUL 2015
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2015
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	DEC 2014
52.212-4	Contract Terms and Conditions--Commercial Items	MAY 2015
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2011
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	APR 2015
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-41	Service Contract Labor Standards	MAY 2014
52.222-42	Statement Of Equivalent Rates For Federal Hires	MAY 2014
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-55	Minimum Wages Under Executive Order 13658	DEC 2014
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	SEP 2013
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008

52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
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
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-26	Preconstruction Conference	FEB 1995
52.236-27	Site Visit (Construction)	FEB 1995
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006

## CLAUSES INCORPORATED BY FULL TEXT

## 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2015)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 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)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

X (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

**X** (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (July 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) [Reserved]

\_\_\_ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

**X** (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug, 2013) (31 U.S.C. 6101 note).

\_\_\_ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (July 2013) (41 U.S.C. 2313).

\_\_\_ (10) [Reserved]

\_\_\_ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

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\_\_\_ (ii) Alternate I (NOV 2011) of 52.219-3.

\_\_\_ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_ (ii) Alternate I (JAN 2011) of 52.219-4.

\_\_\_ (13) [Reserved]

\_\_\_\_ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

\_\_\_\_ (ii) Alternate I (NOV 2011).

\_\_\_\_ (iii) Alternate II (NOV 2011).

\_\_\_\_ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

\_\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.

\_\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.

\_\_\_\_ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).

\_\_\_\_ (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2014) (15 U.S.C. 637(d)(4)).

\_\_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.

\_\_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.

\_\_\_\_ (iv) Alternate III (OCT 2014) of 52.219-9.

\_\_\_\_ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

\_\_\_\_ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

- \_\_\_\_ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- \_\_\_\_ (22) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).
- \_\_\_\_ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (July 2013) (15 U.S.C. 637(m)).
- \_\_\_\_ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (July 2013) (15 U.S.C. 637(m)).
- X** (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- X** (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 3126).
- X** (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- X** (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
- X** (29) 52.222-35, Equal Opportunity for Veterans (Jul 2014)(38 U.S.C. 4212).
- X** (30) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).
- X** (31) 52.222-37, Employment Reports on Veterans (July 2014) (38 U.S.C. 4212).

X (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (33)(i) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_\_ (ii) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_\_ (34) 52.222-54, Employment Eligibility Verification (Aug 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

\_\_\_\_ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_\_ (36) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

\_\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-13.

\_\_\_\_ (37)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

\_\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-14.

\_\_\_\_ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

\_\_\_\_ (39)(i) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Jun 2014) (E.O.s 13423 and 13514).

\_\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-16.

**X** (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

**X** (41) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

\_\_\_\_ (42) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L.

103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

\_\_\_\_ (ii) Alternate I (May 2014) of 52.225-3.

\_\_\_\_ (iii) Alternate II (May 2014) of 52.225-3.

\_\_\_\_ (iv) Alternate III (May 2014) of 52.225-3.

\_\_\_\_ (43) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_\_\_\_ (44) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_\_ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

\_\_\_\_ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150

\_\_\_\_ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_\_ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_\_\_\_ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

**X** (50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).

**X** (51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

\_\_\_\_ (52) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

\_\_\_\_ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_\_ (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

\_\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

\_\_\_\_ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).

**X** (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

**X** (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_\_\_ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_\_\_ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_\_\_ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

\_\_\_\_\_ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

\_\_\_\_\_ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (E.O. 13658).

**X** (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

**X** (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(v) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).

- (vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (viii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).
- (ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).
- (xi) **X** (A) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).  
  
\_\_\_\_\_ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)
- (xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
- (xiv) 52.222-54, Employment Eligibility Verification (Aug 2013).
- (xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (E.O. 13658).
- (xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xviii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

## 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 236220- assigned to contract number N40085-16-P-4601.

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

(End of clause)

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)

252.232-7006 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).

**NAVAL CONSTRUCTION / FACILITIES MANAGEMENT INVOICE**

(Contracting Officer: Insert applicable document type(s). Note: If a “Combo” document type is identified but not supportable by the Contractor's business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

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

**INSPECTION: N44211**

**ACCEPTANCE: N44211**

(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	N44211
Ship To Code	N44211
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	_____
Service Acceptor (DoDAAC)	N44211
Accept at Other DoDAAC	_____
LPO DoDAAC	N44211
DCAA Auditor DoDAAC	_____
Other DoDAAC(s)	N44211

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(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.

[eric.krushnowski@navy.mil](mailto:eric.krushnowski@navy.mil)  
[travis.germano@navy.mil](mailto:travis.germano@navy.mil)

**Please ensure you follow-up with the Construction Manager and or the Contracting Officer Representative for the project.**

(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.

[ginamarie.doherty@navy.mil](mailto:ginamarie.doherty@navy.mil)

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

(End of clause)

**WAGE DETERMINATION**

General Decision Number: RI150001 10/09/2015 RI1

Superseded General Decision Number: RI20140001

State: Rhode Island

Construction Types: Building, Heavy (Heavy and Marine) and  
Highway

Counties: Rhode Island Statewide.

BUILDING CONSTRUCTION PROJECTS (does not include residential  
construction consisting of single family homes and apartments  
up to and including 4 stories) HEAVY, HIGHWAY AND MARINE  
CONSTRUCTION PROJECTS

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](http://www.dol.gov/whd/govcontracts).

## Modification Number    Publication Date

0	01/02/2015
1	01/09/2015
2	03/13/2015
3	04/03/2015
4	05/01/2015
5	06/05/2015
6	06/12/2015
7	06/19/2015
8	07/10/2015
9	08/14/2015
10	09/04/2015
11	09/11/2015
12	09/25/2015
13	10/02/2015
14	10/09/2015

ASBE0006-006 06/01/2015

Rates    Fringes

## HAZARDOUS MATERIAL HANDLER

(Includes preparation,

wetting, stripping, removal

scrapping, vacuuming, bagging

&amp; disposing of all insulation

materials, whether they  
contain asbestos or not, from  
mechanical systems).....\$ 31.63      18.30

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\* ASBE0006-008 09/01/2015

                    Rates      Fringes

Asbestos Worker/Insulator  
  
Includes application of  
all insulating materials,  
protective coverings,  
coatings & finishes to all  
types of mechanical systems.\$ 39.43      25.65

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BOIL0029-001 10/01/2009

                    Rates      Fringes

BOILERMAKER.....\$ 38.25      17.04

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BRR0003-001 12/01/2014

                    Rates      Fringes

Bricklayer, Stonemason,  
Pointer, Caulker & Cleaner.....\$ 35.94      23.67

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 BRR0003-002 09/01/2015

	Rates	Fringes
Marble Setter, Terrazzo		
Worker & Tile Setter.....	\$ 36.29	25.14

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 BRR0003-003 09/01/2015

	Rates	Fringes
Marble, Tile & Terrazzo		
Finisher.....	\$ 30.61	23.95

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 CARP0094-001 06/07/2015

	Rates	Fringes
CARPENTER (Includes Soft		
Floor Layer).....	\$ 34.56	24.75
Diver Tender.....	\$ 35.56	24.75
DIVER.....	\$ 46.36	24.75
Piledriver.....	\$ 34.56	24.75
WELDER.....	\$ 35.56	24.75

FOOTNOTES:

When not diving or tending the diver, the diver and diver tender shall receive the piledriver rate. Diver tenders shall receive \$1.00 per hour above the pile driver rate when tending the diver.

Work on free-standing stacks, concrete silos & public utility electrical power houses, which are over 35 ft. in height when constructed: \$.50 per hour additional.

Work on exterior concrete shear wall gang forms, 45 ft. or more above ground elevation or on setback: \$.50 per hour additional.

The designated piledriver, known as the "monkey": \$1.00 per hour additional.

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CARP1121-002 04/01/2015

	Rates	Fringes
MILLWRIGHT.....	\$ 34.09	25.88

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ELEC0099-002 06/01/2015

	Rates	Fringes
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ELECTRICIAN.....\$ 35.83      59.94%  
 Teledata System Installer.....\$ 26.87    13.72%+13.57

FOOTNOTES:

Work of a hazardous nature, or where the work height is 30  
 ft. or more from the floor, except when working  
 OSHA-approved lifts: 20% per hour additional.

Work in tunnels below ground level in combined sewer outfall:  
 20% per hour additional.

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ELEV0039-001 01/01/2015

Rates	Fringes
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ELEVATOR MECHANIC.....\$ 46.38    28.385+A+B

FOOTNOTES:

A. PAID HOLIDAYS: New Years Day; Memorial Day; Independence  
 Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday  
 after Thanksgiving Day; and Christmas Day.

B. Employer contributes 8% basic hourly rate for 5 years or

more of service of 6% basic hourly rate for 6 months to 5 years of service as vacation pay credit.

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ENGI0057-001 06/01/2014

	Rates	Fringes
Operating Engineer: (power plants, sewer treatment plants, pumping stations, tunnels, caissons, piers, docks, bridges, wind turbines, subterranean & other marine and heavy construction work)		
GROUP 1.....	\$ 36.15	22.35+a
GROUP 2.....	\$ 31.77	22.35+a
GROUP 3.....	\$ 28.92	22.35+a
GROUP 4.....	\$ 35.20	22.35+a
GROUP 5.....	\$ 26.00	22.35+a
GROUP 6.....	\$ 20.00	22.35+a
GROUP 7.....	\$ 31.85	22.35+a
GROUP 8.....	\$ 35.77	22.35+a

a. BOOM LENGTHS, INCLUDING JIBS:

150 feet and over + \$ 2.00

180 feet and over + \$ 3.00

210 feet and over + \$ 4.00

240 feet and over + \$ 5.00

270 feet and over + \$ 7.00

300 feet and over + \$ 8.00

350 feet and over + \$ 9.00

400 feet and over + \$10.00

a. PAID HOLIDAYS:

New Year's Day, President's Day, Memorial Day, July Fourth,  
Victory Day, Labor Day, Columbus Day, Veterans Day,  
Thanksgiving Day, Christmas Day. a: Any employee who works  
3 days in the week in which a holiday falls shall be paid  
for the holiday.

a. FOOTNOTES:

Hazmat work: \$2.00 per hour additional.

Tunnel/Shaft work: \$5.00 per hour additional.

**POWER EQUIPMENT OPERATORS CLASSIFICATIONS**

GROUP 1: Digging machine, Ross Carrier, crane, lighter,  
locomotive, derrick, hoist, elevator, bidwell-type machine,  
shot & water blasting machine, paver, spreader, graders,  
front end loader (3 yds. and over), vibratory hammer &

vacuum truck, roadheaders, forklifts, economobile type equipment, tunnel boring machines, concrete pump and on site concrete plants.

GROUP 2: Fireman & oiler.

GROUP 3: Oiler on crawler backhoe.

GROUP 4: Bulldozer, bobcats, skid steer loader, tractor, scraper, combination loader backhoe, roller, front end loader (less than 3 yds.), street and mobile-powered sweeper (3-yd. capacity), 8-ft. sweeper minimum 65 HP).

GROUP 5: Well-point installation crew.

GROUP 6: Utility Engineers and Signal Persons

GROUP 7: Heater, concrete mixer, stone crusher, welding machine, generator and light plant, gas and electric driven pump and air compressor.

GROUP 8: Boat & tug operator.

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ENGI0057-002 05/05/2014

Rates      Fringes

Power Equipment Operator  
(highway construction  
projects; water and sewerline  
projects which are incidental  
to highway construction  
projects; and bridge projects  
that do not span water)

GROUP 1.....	\$ 31.30	22.35+a
GROUP 2.....	\$ 26.00	22.35+a
GROUP 3.....	\$ 20.00	22.35+a
GROUP 4.....	\$ 26.58	22.35+a
GROUP 5.....	\$ 30.28	22.35+a
GROUP 6.....	\$ 29.90	22.35+a
GROUP 7.....	\$ 25.55	22.35+a
GROUP 8.....	\$ 26.93	22.35+a
GROUP 9.....	\$ 28.88	22.35+a

a. FOOTNOTE: a. Any employee who works three days in the week  
in which a holiday falls shall be paid for the holiday.

a. PAID HOLIDAYS: New Year's Day, President's Day, Memorial  
Day, July Fourth, Victory Day, Labor Day, Columbus Day,  
Veterans Day, Thanksgiving Day & Christmas Day.

**POWER EQUIPMENT OPERATOR CLASSIFICATIONS**

GROUP 1: Digging machine, crane, piledriver, lighter, locomotive, derrick, hoist, boom truck, John Henry's, directional drilling machine, cold planer, reclaimer, paver, spreader, grader, front end loader (3 yds. and over), vacuum truck, test boring machine operator, veemere saw, water blaster, hydro-demolition robot, forklift, economobile, Ross Carrier, concrete pump operator and boats

GROUP 2: Well point installation crew

GROUP 3: Utility engineers and signal persons

GROUP 4: Oiler on cranes

GROUP 5: Combination loader backhoe, front end loader (less than 3 yds.), forklift, bulldozers & scrapers and boats

GROUP 6: Roller, skid steer loaders, street sweeper

GROUP 7: Gas and electric drive heater, concrete mixer, light plant, welding machine, pump & compressor

GROUP 8: Stone crusher

GROUP 9: Mechanic & welder

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ENGI0057-003 06/01/2014

BUILDING CONSTRUCTION

	Rates	Fringes
Power Equipment Operator		
GROUP 1.....	\$ 35.42	22.35+a
GROUP 2.....	\$ 35.20	22.35+a
GROUP 3.....	\$ 31.20	22.35+a
GROUP 4.....	\$ 28.35	22.35+a
GROUP 5.....	\$ 34.50	22.35+a
GROUP 6.....	\$ 34.07	22.35+a
GROUP 7.....	\$ 31.39	22.35+a

a. BOOM LENGTHS, INCLUDING JIBS:

- 150 ft. and over: + \$ 2.00
- 180 ft. and over: + \$ 3.00
- 210 ft. and over: + \$ 4.00
- 240 ft. and over: + \$ 5.00
- 270 ft. and over: + \$ 7.00
- 300 ft. and over: + \$ 8.00
- 350 ft. and over: + \$ 9.00
- 400 ft. and over: + \$10.00

a. PAID HOLIDAYS: New Year's Day, President's Day, Memorial

Day, July Fourth, Victory Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day & Christmas Day. a: Any employee who works 3 days in the week in which a holiday falls shall be paid for the holiday.

a. FOOTNOTE: Hazmat work: \$2.00 per hour additional.

Tunnel/Shaft work: \$5.00 per hour additional.

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Digging machine, Ross carrier, crane, boomtrucks, lighter, locomotive, derrick, hoist, elevator, bidwell-type machine, shot & water blasting machine, paver, spreader, front end loader (3 yds. and over), vibratory hammer and vacuum truck

GROUP 2: Telehandler equipment, forklift, concrete pump & on-site concrete plant

GROUP 3: Fireman & oiler

GROUP 4: Oiler on crawler backhoe

GROUP 5: Bulldozer, skid steer loaders, bobcats, tractor, grader, scraper, combination loader backhoe, roller, front end loader (less than 3 yds.), street and mobile powered

sweeper (3 yds. capacity), 8-ft. sweeper (minimum 65 hp)

GROUP 6: Well point installation crew

GROUP 7: Heater, concrete mixer, stone crusher, welding machine, generator for light plant, gas and electric driven pump & air compressor

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IRON0037-001 03/16/2015

	Rates	Fringes
IRONWORKER.....	\$ 33.96	23.87

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LABO0271-001 06/01/2014

BUILDING CONSTRUCTION

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 28.05	22.45
GROUP 2.....	\$ 28.30	22.45
GROUP 3.....	\$ 28.80	22.45
GROUP 4.....	\$ 29.05	22.45
GROUP 5.....	\$ 30.05	22.45

LABORERS CLASSIFICATIONS

GROUP 1: Laborer, Carpenter Tender, Mason Tender, Cement Finisher Tender, Scaffold Erector, Wrecking Laborer, Asbestos Removal [Non-Mechanical Systems]

GROUP 2: Asphalt Raker, Adzemen, Pipe Trench Bracer, Demolition Burner, Chain Saw Operator, Fence & Guard Rail Erector, Setter of Metal Forms for Roadways, Mortar Mixer, Pipelayer, Riprap & Dry Stonewall Builder, Highway Stone Spreader, Pneumatic Tool Operator, Wagon Drill Operator, Tree Trimmer, Barco-Type Jumping Tamper, Mechanical Grinder Operator

GROUP 3: Pre-Cast Floor & Roof Plank Erectors

GROUP 4: Air Track Operator, Hydraulic & Similar Self-Powered Drill, Block Paver, Rammer, Curb Setter, Powderman & Blaster

GROUP 5: Toxic Waste Remover

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LABO0271-002 06/01/2014

HEAVY AND HIGHWAY CONSTRUCTION

Rates Fringes

LABORER

COMPRESSED AIR

Group 1.....	\$ 45.48	20.70
Group 2.....	\$ 35.00	20.70
Group 3.....	\$ 47.48	20.70

FREE AIR

Group 1.....	\$ 37.55	20.70
Group 2.....	\$ 35.00	20.70
Group 3.....	\$ 39.55	20.70

LABORER

Group 1.....	\$ 28.05	20.70
Group 2.....	\$ 28.30	20.70
Group 3.....	\$ 29.05	20.70
Group 4.....	\$ 21.55	20.70
Group 5.....	\$ 30.05	20.70

OPEN AIR CAISSON,

UNDERPINNING WORK AND

BORING CREW

Bottom Man.....	\$ 34.05	20.70
Top Man & Laborer.....	\$ 33.10	20.70

TEST BORING

Driller.....	\$ 34.50	20.70
Laborer.....	\$ 33.10	20.70

LABORER CLASSIFICATIONS

GROUP 1: Laborer; Carpenter tender; Cement finisher tender;  
Wrecking laborer; Asbestos removers [non-mechanical  
systems]; Plant laborer; Driller in quarries

GROUP 2: Adzeperson; Asphalt raker; Barcotype jumping  
tamper; Chain saw operators; Concrete and power buggy  
operator; Concrete saw operator; Demolition burner; Fence  
and guard rail erector; Highway stone spreader; Laser beam  
operator; Mechanical grinder operator; Mason tender; Mortar  
mixer; Pneumatic tool operator; Riprap and dry stonewall  
builder; Scaffold erector; Setter of metal forms for  
roadways; Wagon drill operator; Wood chipper operator;  
Pipelayer; Pipe trench bracer

GROUP 3: Air track drill operator; Hydraulic and similar  
powered drills; Brick paver; Block paver; Rammer and curb  
setter; Powderperson and blaster

GROUP 4: Flagger & signaler

GROUP 5: Toxic waste remover

#### LABORER - COMPRESSED AIR CLASSIFICATIONS

GROUP 1: Mucking machine operator, tunnel laborer, brake  
person, track person, miner, grout person, lock tender,

gauge tender, miner: motor person & all others in  
compressed air

GROUP 2: Change house attendant, powder watchperson, top  
person on iron

GROUP 3: Hazardous waste work within the "HOT" zone

#### LABORER - FREE AIR CLASSIFICATIONS

GROUP 1: Grout person - pumps, brake person, track person,  
form mover & stripper (wood & steel), shaft laborer,  
laborer topside, outside motorperson, miner, conveyor  
operator, miner welder, heading motorperson, erecting  
operator, mucking machine operator, nozzle person,  
rodperson, safety miner, shaft & tunnel, steel & rodperson,  
mole nipper, concrete worker, form erector (wood, steel and  
all accessories), cement finisher (this type of work only),  
top signal person, bottom person (when heading is 50' from  
shaft), burner, shield operator and TBM operator

GROUP 2: Change house attendant, powder watchperson

GROUP 3: Hazardous waste work within the "HOT" zone

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PAIN0011-005 06/01/2015

Rates Fringes

PAINTER

Brush, Roller, Taper, Wall		
Coverer.....	\$ 31.52	19.35
Epoxy, Tanks, Towers,		
Swing Stage & Structural		
Steel.....	\$ 33.52	19.35
Spray, Sand & Water		
Blasting.....	\$ 32.52	19.35

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PAIN0011-006 06/01/2015

Rates Fringes

GLAZIER.....	\$ 35.08	19.35
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FOOTNOTES:

SWING STAGE: \$1.00 per hour additional.

PAID HOLIDAYS: Labor Day & Christmas Day.

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PAIN0011-011 06/01/2015

Rates Fringes

Painter (Bridge Work).....\$ 45.95 19.35

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PAIN0035-008 06/01/2011

Rates Fringes

Sign Painter.....\$ 24.79 13.72

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PLAS0040-001 07/14/2014

BUILDING CONSTRUCTION

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 31.95 24.60

PLASTERER.....\$ 33.00 24.35

FOOTNOTE: Cement Mason: Work on free swinging scaffolds under  
3 planks width and which is 20 or more feet above ground  
and any offset structure: \$.30 per hour additional.

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PLAS0040-002 06/11/2012

HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...\$	30.50	23.35

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PLUM0051-002 09/01/2015

	Rates	Fringes
Plumbers and Pipefitters.....\$	36.88	27.95

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ROOF0033-004 06/01/2015

	Rates	Fringes
ROOFER.....\$	34.03	21.34

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SFRI0669-001 07/01/2013

	Rates	Fringes
SPRINKLER FITTER.....\$	39.76	19.87

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SHEE0017-002 06/01/2015

	Rates	Fringes
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Sheet Metal Worker.....\$ 34.08      32.83

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TEAM0251-001 05/01/2014

HEAVY AND HIGHWAY CONSTRUCTION

Rates      Fringes

TRUCK DRIVER

GROUP 1.....	\$ 26.71	19.7025+A+B
GROUP 2.....	\$ 26.86	19.7025+A+B
GROUP 3.....	\$ 26.91	19.7025+A+B
GROUP 4.....	\$ 26.96	19.7025+A+B
GROUP 5.....	\$ 27.06	19.7025+A+B
GROUP 6.....	\$ 27.46	19.7025+A+B
GROUP 7.....	\$ 27.66	19.7025+A+B
GROUP 8.....	\$ 27.16	19.7025+A+B
GROUP 9.....	\$ 27.41	19.7025+A+B
GROUP 10.....	\$ 27.21	19.7025+A+B

FOOTNOTES:

A. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, plus Presidents' Day, Columbus Day, Veteran's Day & V-J Day, providing the employee has worked at least one day in the

calendar week in which the holiday falls.

B. Employee who has been on the payroll for 1 year or more but less than 5 years and has worked 150 Days during the last year of employment shall receive 1 week's paid vacation; 5 to 10 years - 2 weeks' paid vacation; 10 or more years - 3 week's paid vacation.

All drivers working on a defined hazard material job site shall be paid a premium of \$2.00 per hour over applicable rate.

#### TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Pick-up trucks, station wagons, & panel trucks

GROUP 2: Two-axle on low beds

GROUP 3: Two-axle dump truck

GROUP 4: Three-axle dump truck

GROUP 5: Four- and five-axle equipment

GROUP 6: Low-bed or boom trailer.

GROUP 7: Trailers when used on a double hook up (pulling 2

trailers)

GROUP 8: Special earth-moving equipment, under 35 tons

GROUP 9: Special earth-moving equipment, 35 tons or over

GROUP 10: Tractor trailer

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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)).

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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.

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

The request should be accompanied by a full statement of the

interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

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

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END OF GENERAL DECISION