

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. N69450-15-Q-5322	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 09-Jan-2015	PAGE OF PAGES 1 OF 26
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IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
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7. ISSUED BY NAVFAC SOUTHEAST PWD KINGSVILLE 201 NIMITZ AVE, BLDG 4711 KINGSVILLE TX 78363-5103	CODE N69450	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE See Item 7
TEL:	FAX:	TEL: FAX:

9. FOR INFORMATION CALL:	A. NAME DENO A. STAMOS	B. TELEPHONE NO. <i>(Include area code)</i> (NO COLLECT CALLS) 361-516-6044
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SOLICITATION

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

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

1. The Contractor shall provide all supervision, transportation, labor, materials, equipment and incidental work necessary to repair the damaged asphalt on the approach ends of Runway 31L/13R. See attached SOW (attachment 1) for detailed statement work.

2. LOCATION: The work is located at Runway 31L/13R, N. A. S. Corpus Christi, Texas. See Attachment A for project location.

3. PERIOD OF PERFORMANCE: The period of performance is 45 calendar days. The period of performance starts when the contract/task order is awarded, and ends when the work is completed and accepted by the Government. The period of performance includes pre-construction submittals, material/equipment lead time, and all construction activities up to final acceptance.

STATEMENT OF OF WORK, REPAIR THE ASPHALT ON THE APPROACH ENDS OF RUNWAY 31L/13R, NAS CORPUS CHRISTI, TX (ATTACHMENT #1) CONTAINED HEREIN.

11. The Contractor shall begin performance within 10 calendar days and complete it within 45 calendar days after receiving award, notice to proceed. This performance period is mandatory, negotiable. *(See _____.)*

12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? *(If "YES," indicate within how many calendar days after award in Item 12B.)*
 YES NO

12B. CALENDAR DAYS
10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 10:00 AM *(hour)* local time 13 Feb 2015 *(date)*. If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee is, is not required.

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

D. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

SOLICITATION, OFFER, AND AWARD (Continued)*(Construction, Alteration, or Repair)***OFFER (Must be fully completed by offeror)**14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*15. TELEPHONE NO. *(Include area code)*16. REMITTANCE ADDRESS *(Include only if different than Item 14)***See Item 14**

CODE

FACILITY CODE

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

AMOUNTS

SEE SCHEDULE OF PRICES

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

19. ACKNOWLEDGMENT OF AMENDMENTS*(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)*

AMENDMENT NO.

DATE

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

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

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

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

 10 U.S.C. 2304(c) 41 U.S.C. 253(c)

26. ADMINISTERED BY

CODE

27. PAYMENT WILL BE MADE BY:

CODE

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return _____ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract. 29. AWARD *(Contractor is not required to sign this document.)*

Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*31A. NAME OF CONTRACTING OFFICER *(Type or print)*

30B. SIGNATURE

30C. DATE

TEL:

EMAIL:

31B. UNITED STATES OF AMERICA
BY

31C. AWARD DATE

Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	NAS CC runway asphalt repairs FFP DESCRIPTION / SCOPE OF WORK: Contractor is to provide all Labor, Materials, equipment, Tools, Transportation and Management necessary to accomplish the asphalt repairs of the NAS Corpus Christi runways as specified in the attached statement of work (SOW) at Naval Air Station Corpus Christi, Corpus Christi, Texas 78419. FOB: Destination	1	Job		
NET AMT					

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	N/A	N/A	N/A	N/A

ATTACHMENT 1-SOW

STATEMENT OF WORK

**REPAIR THE ASPHALT ON THE APPROACH ENDS OF RUNWAY 31L/13R, NAS
CORPUS CHRISTI, TX**

1. **GENERAL DESCRIPTION:** The Contractor shall provide all supervision, transportation, labor, materials, equipment and incidental work necessary to repair the damaged asphalt on the approach ends of Runway 31L/13R. See paragraph 13 for detailed statement work.
2. **LOCATION:** The work is located at Runway 31L/13R, N. A. S. Corpus Christi, Texas. See Attachment A for project location.
3. **PERIOD OF PERFORMANCE:** The period of performance is 45 calendar days. The period of performance starts when the contract/task order is awarded, and ends when the work is completed and accepted by the Government. The period of performance includes pre-construction submittals, material/equipment lead time, and all construction activities up to final acceptance. The period of performance is negotiable; hence, if the contractor believes a different/longer period of performance is needed, they should negotiate this with the Contract Specialist prior to task order/contract award.
4. **EXAMINATION OF SITE:** One site visit will be held to ensure all potential contractors have uniformed information . Bidder is expected to visit the site, take their own measurements, inspect carefully the work area and satisfy themselves as to the character and amount of work to be done.
****See 5252.237-9302 for date and time of site visit**.**
5. **SCHEDULE OF WORK:** The work shall be so scheduled as to cause a minimum of interference to the normal operations of the tenants. Work shall be accomplished between the hours of 7:30 A.M. and 4:30 P.M., Monday through Friday. If the Contractor desires to work on Saturday, Sunday, holidays, or outside of the Station’s regular hours, an application may be submitted to the Contracting Officer for approval.
6. **PROTECTION OF EXISTING WORK:** Existing work to remain shall be protected from damage. Work damaged by the Contractor shall be repaired to original condition at no additional cost to the Government.
7. **NAS FIRE REGULATIONS:** “Hot work” permits are issued to the Contractor by the Fire Prevention Inspectors by calling 961-4151 or 961-4983. Permits are issued on a daily basis only and from start of work until finished. Permits are required for all “hot work” and before entering buildings. (“Hot work” includes all welding, cutting, soldering/brazing, blow torches, etc.)

8. SAFETY REQUIREMENTS: The Contractor shall comply with the safety rules and regulations pertaining to the activity, and shall govern employees according to, and in compliance with applicable OSHA Regulations and U.S. Army Corps of Engineers Safety and Health Manual EM 385-1-1. The Contractor shall maintain an accurate record of exposure data on all accidents incidental to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment. The Contractor shall report this data in the manner prescribed by the Contracting Officer. A written safety plan, outlining all Contractor Safety Procedures, will be required for all work under this contract, and is subject to acceptance by PWD Corpus Christi FEAD prior to commencement of work.

9. ASBESTOS AND LEAD: There is no known asbestos containing material (ACM) and/or lead based paint on this project. If additional materials are encountered which may contain ACM and/or lead, DO NOT TOUCH THE MATERIAL. IMMEDIATELY NOTIFY THE CONTRACTING OFFICER IN WRITING. Within a reasonable time, the Government will perform tests to determine if asbestos or lead is present. If the materials are determined not to contain ACM or lead, the Contractor shall proceed without change. If it is determined that ACM and/lead are present and must be disturbed, the Contracting Officer may direct a change accordingly.

10. WEIGHT HANDLING EQUIPMENT (WHE): The provision of NAVFAC Publication P-307 apply to all civilian, military, and contractor personnel who operate weight handling equipment and use crane related rigging gear on board Naval Air Station Corpus Christi, Texas.

11. EXCAVATIONS AND OUTAGES: Any excavation greater than 6 inches below grade requires an excavation permit. Any utility or HVAC outage affecting inhabited work space, inhabited living space, or exit from an inhabited work space/living space requires an Outage Permit. For Excavation and Outage contact the government point of contact listed in paragraph 13.3.

12. ATTACHMENTS: The following sketches are a part of this specification and shall not be used for any purpose other than that contemplated by this contract:

Attachment Title

A Project Location

B Solid Waste Report

C 13R Detail

D 31L Detail

E Expansion Joint Sealant Detail

13. SCOPE OF WORK: The services that the contractor shall provide including furnishing all supervision, transportation, equipment, labor and materials required to repair the asphalt on the approach ends of Runway 31L/13R.

Work tasks shall include the following;

- a. Provide adequate barricades for work area.
- b. Water will be furnished at no cost to the Contractor from a source designated by the Contracting Officer or authorized government representative and located within a reasonable proximity to the work area. The Contractor will be responsible to obtain and deliver the water from the designated water source to the work area.
- c. Saw-cut asphalt 15' from where asphalt meets the concrete across the width of the runway approximately 220' on the approach ends of Runway 13R and 31L as illustrated in Attachments C & D. Saw cutting layouts on Attachments C& D are for visual reference only, Contractor shall measure the runway width and length to make accurate cuts on the runway surface. Saw blade shall be a diamond type cutting blade. Saw cut depth is 8 inches.
- d. Remove all asphalt and haul off station. For bidding purposes assume asphalt is 8 inches deep. Contractor must sweep the portion of the runway that work is being performed on at the end of each work day.
- e. Check base for any signs of failure. Government POC will also inspect base for any signs of failure before next phase of work commences.
- f. Contractor shall install an airfield-approved silicone expansion joint where the new asphalt will join the existing concrete surface. See Attachment E for Expansion Joint Detail.
- g. Apply prime coat at a density of .1 gal/sy. Apply tack coat to existing asphalt side.
- h. Replace asphalt with four (4) 2-inch lifts of new hot mix asphaltic concrete. Use TxDOT D asphalt. Compact each lift to 98% plus or minus 2%
- i. The contractor shall repaint any airfield markings, center lines and edge striping that may have been removed or damaged during asphalt repair using a retro-reflective White- TT-P-1952(E), paint, FED-STD-595, chip No. 23538, and TT-B-1325 glass spheres, type III, gradation A.

13.1 The contractor shall conduct his own survey of the site to determine existing features, conditions, and measurements. The contractor shall report any discrepancy between the statement of work and existing conditions prior to the commencement of work.

13.2 The contractor shall coordinate with the FEAD Department approximately three working days in advance of start of work to let the occupant of the building know when the construction is to take place so that they may notify their personnel to remain clear of the jobsite and to not affect scheduled work hours.

13.3 All work under this Contract is to be accomplished with FEAD Department oversight. The contractor shall coordinate with the FEAD Point of Contact for site visit access. The contractor shall give notice to the FEAD Point of Contact prior to accomplishment of any work. The Point of Contact is Mr. Adrian Rodriguez (361)961-5067.

13.4 Keep the jobsite clean at all times, and remove all debris from the station.

13.5. All products shall be installed according to manufacturer's recommendations.

13.6 Submittals: Submittals shall be provided and approved prior to delivery to the job site. If submittals contain information for more than one product type, clearly indicate which product type is being submitted for approval. Provide submittals for the following materials to be furnished and delivered under this contract to the Contracting Officer for approval prior to installation:

Submittal List;

a. Asphalt product information

b. Airfield marking paint and reflective bead product information

The approval or acceptance of submittals is not be construed as a complete check, and indicates only that the general method of construction, materials, detailing and other information are satisfactory. Approval or acceptance will not relieve the Contractor of the responsibility for any error which may exist, as the Contractor is responsible for dimensions, the design of adequate connections and details, and the satisfactory construction of all work.

13.8 Work Schedule: Submit schedule of work to include start date and end date of all major activities.

14. PRODUCTS: Products shall be new, manufacturer's standard products, and commonly available from manufacturer's stock.

15. TERMS OF PAYMENT: A lump sum payment will be made by the Government following completion, inspection, and acceptance of all work specified, unless the Contractor requests partial payment(s) not to exceed thirty day intervals. Eligibility for partial payments will be determined by the Contracting Officer on a case by case basis. Under no circumstances will payment be made more than once in thirty days.

16. ORAL MODIFICATIONS: No oral statement of any person other than the Contracting Officer or his/her representative, as provided in the contract clause entitled "Changes" shall in any manner or degree modify or otherwise affect the terms of this contract.

17. CLEANUP: The premises shall be kept free at all times from the accumulation of waste material and/or rubbish resulting from the work. Combustibles shall be removed daily, and upon completion of the work, all debris, tools, and other surplus materials shall be removed and the premises left in approved condition.

18. ENVIRONMENTAL REQUIREMENTS: Take no action or inaction that exposes the Government to liability for non-compliance or other findings or damages, penalties or fines related thereto. In the event a regulatory agency assesses either a monetary or non-monetary fine or penalty for Contractor's noncompliance, the Contractor shall reimburse the Government for all associated cost. Remove all hazardous material and waste upon completion of the contract. Abandoned waste shall be managed as "unknown waste", and the contractor shall bear the cost of any analytical, disposal, or other costs incurred.

18.1 Regulated Waste: Regulated waste is defined as (1) hazardous waste as defined in EPA Regulations 40 CFR 261, (2) universal waste as defined in EPA Regulations 40 CFR 273, and (3) Class 1 industrial waste as defined in Texas Commission on Environmental Quality Regulations 30 Texas Administrative Code Parts 335 and 503. Manage all regulated waste and used oil in accordance with applicable federal, state, and local regulations, Navy and NASCC policies and instructions. All regulated waste shall be manifested through PWD Corpus Christi Environmental Division. Before generating regulated waste obtain approval for storage from the Environmental Division. Application for approval shall include including location and type of storage (i.e. Satellite Accumulation Point or <90-day Storage Area). Contractor shall provide immediate access to PWD Corpus Christi Environmental Division to inspection any locked units. Contractor shall inspect their regulated waste storage areas and provide weekly inspection reports to the Government POC.

PWD Corpus Christi Hazardous Waste Commodity Branch (HWCB) provides comprehensive regulated waste disposal services. If the contractor chooses to dispose of regulated waste through the HWCB, contractor shall establish a line of credit with the HWCB and provide required waste stream information **before generating any waste**. If contractor chooses not to dispose of regulated waste through the HWCB, the contractor shall provide funding to the HWCB for manifesting services. For FY 15 the rate is \$68 per manifest. The contact phone number for the HWCB is 361-961-3760. Contractor shall contact the HWCB before make any arrangements to remove regulated waste from the installation.

18.2 Solid Waste Disposal: All waste not covered under paragraph 18.1 must be tracked by NASCC whether directly disposed in a landfill or recycled. Contractor shall recycle waste to the greatest extent feasible. The solid waste tracking form is included in Attachment B. Contractor shall provide the filled out form to the Government POC at the close of the project.

18.3 Storm Water Containment: Block solids in storm water runoff to all nearby storm sewers with silt screen. Secure all loose dirt by using temporary berm to avoid discharge to storm inlet. Storm water best management practices must be implemented in accordance with station's storm water management plan. PWD Corpus Christi Environmental Division POC is Mr. Dilip Shaw at 961- 5365 or Mr. Ross Ybarra at 961-2170.

19. ACCEPTANCE: The work shall be accepted as a result of a final inspection conducted by a representative of the Facility Engineering and Acquisition Division, Public Works Department Corpus Christi.

20. **WARRANTY:** All workmanship and materials and/or equipment shall be warranted for a period of not less than one year under normal wear and tear or the normal standard warranty should it extend beyond one year.

21. ADDITIONAL INFORMATION

Sales Tax: Please note that materials for the project are exempt from Texas sales tax. A Texas Sales Tax Exemption will be provided to your firm upon award of the task order. Sales tax does apply to equipment. If you learn that your exemptions deviate from these expectations, please contact the Contracting Officer to discuss.

Required Contractor Personnel: A combined Project Superintendent/Site Safety and Health Officer/QC Manager is acceptable, provided that the individual is qualified for all three positions. Note that no construction activities may occur if/when the superintendent is not in the immediate area, with “*eyes on*” the project. Please estimate and display your supervision hours for anticipated schedule accordingly.

Safety: Neither you, as the contractor, nor any subcontractor shall have an effective EMR greater than 1.10. Contractor’s Site Safety and Health Officer (SSHO) shall collect and maintain certified EMR ratings for all subcontractors on the project and shall make them available to the Government at the Government’s request.

Proposal Preparation: Drawings and attachments may be referenced in the attached SOW. If the contractor needs additional drawings, or has questions about referenced drawings, please inform the Contracting Officer as soon as practicable. Also, note that the parent contract’s specification applies to the proposed Task Order. Your subsequent proposal and subcontractor(s) proposal shall include a detailed breakdown, in sufficient detail to permit an analysis of profit and all costs, for: material; labor; equipment; subcontracts; overhead; with similar breakdown for any subcontracts for more than \$2K. Please provide adequate documentation to support your costs as well as any subcontractor costs and these forms shall be submitted with an original signature(s). Note that "Lump Sum" proposed costs are not acceptable. Also, your proposal is to break out direct costs for any sub-items. The proposal should be broken down in such a way to permit a comprehensive review and evaluation of all labor, materials, and equipment costs; this shall include a summary total of labor hours, materials, and equipment costs.

Period of Performance: The proposed task order’s specification displays 45 calendar days, including pre-construction submittals and ordering required materials and equipment, design, and design approval. This is negotiable, and is to be clearly addressed in your proposal. If you feel that the proposed period of performance is insufficient, your proposal should contain a substantiated request for a longer period of performance. This request must specifically identify what construction activities will be affected and demonstrate the impact of the proposed change on the adjusted contract period of performance. Your proposed period of performance needs to

take into consideration the time associated with pre-construction submittals and ordering of materials and equipment. Please indicate the amount of time requested on your proposal. The Statement of Work (SOW) will be adjusted in accordance with what we negotiate, and this will be reflected in the forthcoming task order.

Bonds: Performance and payment bonds may be required for this project. Note that for actual construction work to begin (vice administrative and pre-construction functions), you need direction to mobilize from the Construction Manager (CM). Such direction to mobilize for construction is dependent on approval of required submittals for this project and approval by the CM of key personnel.

Due Date: The proposal must be submitted to deno.stamos@navy.mil no later than **10:00 A.M., 13 February 2015**. If this is not practicable, please contact me to discuss. Should any questions arise concerning the preparation of your proposal or should additional information be required, please contact me at (361) 516-6044.

Electronic Enclosures

- Statement of Work
- Davis-Bacon Wage Determinations

RAPID GATE INSTRUCTIONS

The Navy has implemented a new 'MANDATORY' security access program for the Corpus Christi and Kingsville Naval Air Stations. This program, called Rapid gate, will reduce expenses, reduce risk, and insure quicker access for people coming to the installation. You must either call 1-877-727-4342 or go online to <http://rapidgate.com> . Once the company is enrolled, your employees can register at the installation. If your company employees have been authorized the common access card (CAC), it is not necessary to enroll in the rapid gate program.

Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.204-2 Alt II	Security Requirements (Aug 1996) - Alternate II	APR 1984
52.204-7	System for Award Management	JUL 2013
52.204-8	Annual Representations and Certifications	DEC 2014
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
52.211-10	Commencement, Prosecution, and Completion of Work	APR 1984
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2011
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 2013
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
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
52.222-15	Certification of Eligibility	MAY 2014
52.222-23	Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-50	Combating Trafficking in Persons	FEB 2009
52.223-6	Drug-Free Workplace	MAY 2001
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-4	Patent Indemnity-Construction Contracts	DEC 2007
52.228-12	Prospective Subcontractor Requests for Bonds	MAY 2014
52.228-13	Alternative Payment Protections	JUL 2000
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 2014
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-27	Site Visit (Construction)	FEB 1995
52.236-28	Preparation of Proposals--Construction	OCT 1997
52.242-14	Suspension of Work	APR 1984

52.246-21	Warranty of Construction	MAR 1994
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.225-7048	Export-Controlled Items	JUN 2013
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7001	Contract Drawings, and Specifications	AUG 2000
252.243-7001	Pricing Of Contract Modifications	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

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):

<HTTPS://FARSITE.HILL.AF.MIL>

(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://WWW.FARSITE.HILL.AF.MIL>

(End of clause)

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.]

- (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.
- (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)

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).

(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.

(Contracting Officer: Insert inspection and acceptance locations or “Not applicable”.)

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

(*Contracting Officer: Insert applicable DoDAAC information or “See schedule” if multiple ship to/acceptance locations apply, or “Not applicable.”)

(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.

(Contracting Officer: Insert applicable information or "Not applicable.")

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

(End of clause)

FAC 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 change in work to be performed or increases in the scope of 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.

5252.214-9300 BASIS FOR AWARD (MAR 2002)

(a) The low bidder for purposes of award shall be the conforming, responsive, responsible bidder offering the lowest total price of Contract Line Item(s) 0001. CLIN prices are to be summarized from the detailed line items listed in the Schedule and any accompanying exhibits. Bids are to be submitted for each line item listed. Bids are solicited on an "all or none" basis. Failure to submit bids for all items and quantities listed shall be cause for rejection of the bid. Subparagraph (c) of FAR 52.214-10, "CONTRACT AWARD-SEALED BIDDING (JUL 1990)" does not apply to this award. (End of provision)

FAC 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.

FAC 5252.237-9302 SITE VISIT (JUL 1995)

**(a) The site will be available for visitation is on JAN 28TH 2014 @ 8:00 AM
OR**

(a) Arrangements to visit the site may be made by contacting (insert contact point) during regular working hours at (insert telephone number). Site visits are restricted to regular working hours.

(b) Visitors may be required to present documentation evidencing personal identification and firm affiliation.

FAC 5252.242-9300 GOVERNMENT REPRESENTATIVES (OCT 1996)

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:

XXX 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.

XXX 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 task/delivery orders.

_____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.

FAC 5252.242-9305 PRE-PERFORMANCE CONFERENCE (JUL 95)

Within **10** days of contract award, prior to commencement of the work, the contractor will meet in conference with representatives of the contracting officer, at a time to be determined by the Contracting Officer, to discuss and develop mutual understanding relative to scheduling and administering work.

Section 00800 - Special Contract Requirements

WAWF INSTRUCTIONS**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:

Contract number, typically in the form N69450-14-M-1234, for example.

(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 – N44215
Acceptance – N44215

(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	N69450
Admin DoDAAC	N44215
Inspect By DoDAAC	N44215
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N44215
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

(*Contracting Officer: Insert applicable DoDAAC information or “See schedule” if multiple ship to/acceptance locations apply, or “Not applicable.”)

(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.
 joel.overson@navy.mil

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

Contracting Officer: Deno A Stamos (361)516-6044 deno.stamos@navy.mil

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

(End of clause)

DOL WAGE DETERMINATIONS

General Decision Number: TX150040 01/02/2015 TX40

Superseded General Decision Number: TX20140040

State: Texas

Construction Type: Highway

Counties: Aransas, Calhoun, Goliad, Nueces and San Patricio
Counties in Texas.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

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

* SUTX2011-010 08/08/2011

Rates Fringes

FORM BUILDER/FORM SETTER

Paving & Curb.....\$ 10.69
Structures.....\$ 13.61

LABORER

Asphalt Raker.....\$ 11.67
Laborer, Common.....\$ 10.25
Laborer, Utility.....\$ 11.23
Pipelayer.....\$ 11.17
Work Zone Barricade
Servicer.....\$ 11.51

PAINTER (Structures).....\$ 21.29

POWER EQUIPMENT OPERATOR:

Asphalt Distributor.....\$ 14.25
Asphalt Paving Machine.....\$ 13.44
Motor Grader, Fine Grade....\$ 17.74

TRUCK DRIVER

Lowboy-Float.....\$ 16.62
Single Axle.....\$ 11.61

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