

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO.  W912QR23Q0005	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED  15-Nov-2022	PAGE OF PAGES  1 OF 72
<b>IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.</b>				
4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.		6. PROJECT NO.	
7. ISSUED BY CODE W912QR  U. S. ARMY ENGINEER DISTRICT, LOUISVILLE 600 DR. MARTIN LUTHER KING, JR. PLACE ROOM 821 LOUISVILLE KY 40202-2239  TEL: 502.315.7494 FAX:		8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE  <div style="text-align: center; font-weight: bold; font-size: 1.2em;">See Item 7</div> TEL: FAX:		
9. FOR INFORMATION CALL:	A. NAME JOEL HUBERMAN		B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 502.315.7409	
SOLICITATION				
<b>NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".</b>				
10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS <i>(Title, identifying no., date):</i>  Crossover Pipe & Ladder Repair at JT Myers Locks and Dam.  The estimated construction cost is between \$100,000 and \$250,000.  One Firm-Fixed Price construction contract will be awarded based on the lowest quote. NAICS: 237990 Other Heavy and Civil Engineering Construction, Size Standard: \$39.5 Million  This is 100% set-aside for Small Business.  Central Contractor Registration and ORCA are now available through the System for Award Management (SAM), <a href="http://www.sam.gov">www.sam.gov</a> . Offerors must comply with the requirements of FAR 52.204-7.				
11. The Contractor shall begin performance within <u>14</u> calendar days and complete it within <u>180</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. <i>(See FAR 52.211-10)</i>				
12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i>  <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			12B. CALENDAR DAYS  10	
13. ADDITIONAL SOLICITATION REQUIREMENTS:  A. Sealed offers in original and <u>1</u> copies to perform the work required are due at the place specified in Item 8 by <u>10:00 AM</u> <i>(hour)</i> local time <u>15 Dec 2022</u> <i>(date)</i> . 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 <input type="checkbox"/> is, <input checked="" type="checkbox"/> 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 <u>90</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.				

<b>SOLICITATION, OFFER, AND AWARD (Continued)</b> <i>(Construction, Alteration, or Repair)</i>										
<b>OFFER (Must be fully completed by offeror)</b>										
<b>14. NAME AND ADDRESS OF OFFEROR</b> <i>(Include ZIP Code)</i>					<b>15. TELEPHONE NO.</b> <i>(Include area code)</i>					
<div style="border: 1px solid black; height: 40px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; height: 40px;"></div>					<b>16. REMITTANCE ADDRESS</b> <i>(Include only if different than Item 14)</i>  <b>See Item 14</b>					
<b>CODE</b>		<b>FACILITY CODE</b>								
<b>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.    <i>(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.)</i></b>										
<b>AMOUNTS</b>		<b>SEE SCHEDULE OF PRICES</b>								
<b>18. The offeror agrees to furnish any required performance and payment bonds.</b>										
<b>19. ACKNOWLEDGMENT OF AMENDMENTS</b> <i>(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)</i>										
AMENDMENT NO.										
DATE										
<b>20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER</b> <i>(Type or print)</i>					<b>20B. SIGNATURE</b>				<b>20C. OFFER DATE</b>	
<b>AWARD (To be completed by Government)</b>										
<b>21. ITEMS ACCEPTED:</b>										
<b>22. AMOUNT</b>		<b>23. ACCOUNTING AND APPROPRIATION DATA</b>								
<b>24. SUBMIT INVOICES TO ADDRESS SHOWN IN</b> <i>(4 copies unless otherwise specified)</i>				<b>ITEM</b>	<b>25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO</b> <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)					
<b>26. ADMINISTERED BY</b>			<b>CODE</b>		<b>27. PAYMENT WILL BE MADE BY:</b> <b>CODE</b>					
<b>CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE</b>										
<input type="checkbox"/> <b>28. NEGOTIATED AGREEMENT</b> <i>(Contractor is required to sign this document and return _____ copies to issuing office.)</i> 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.					<input type="checkbox"/> <b>29. AWARD</b> <i>(Contractor is not required to sign this document.)</i> Your offer on this solicitation, is hereby accepted as to the items listed. This award commutes the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.					
<b>30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN</b> <i>(Type or print)</i>					<b>31A. NAME OF CONTRACTING OFFICER</b> <i>(Type or print)</i>					
<b>30B. SIGNATURE</b>			<b>30C. DATE</b>		TEL:    EMAIL:			<b>31B. UNITED STATES OF AMERICA</b> BY		<b>31C. AWARD DATE</b>

## Section 00 10 00 - Solicitation

SPECIAL INSTRUCTIONS

This Request for Quote (RFQ) is for the contractor to replace the existing ladder and repair corrode hydraulic, Portable Water, Air, Fuel, and Sewage pipes for the 600' lock chamber crossover #3 at John T. Myers Locks and Dam in Mt. Vernon, IN in accordance with the attached Scope of Work (SOW).

Location:

United States Corps of Engineers  
John T. Myers Locks and Dam  
16501 Raben Road  
Mt. Vernon, IN 47620

This procurement is 100% set-aside for Small Business, NAICS 237990 (Size Determination: \$39.5M).

One award will be made from this Solicitation.

**Note: The contract award will be based on Lowest Price to the Government.**

Method of Payment under this contract will be Electronic Funds Transfer (EFT) to a commercial bank account specified by the Contractor.

**A single site visit is REQUIRED for the contractor to review the complexities of the work sites, verify existing conditions, and exact measurements. The site visit will be held on Tuesday 22 November 2022 at 1000 EST Contact Patrick Buttery, Lock Master (812)838-5836, or Project Manager DJ Scalf (502) 658-4055.**

**Quotes are due on Thursday, 08 December 2022 at 10:00 am Eastern Time.**

**Electronic submittals will be accepted. Early submittals will be accepted. Fax submittals will not be accepted. You may submit your quote to [Joel.Huberman@usace.army.mil](mailto:Joel.Huberman@usace.army.mil).**

For contractual/technical questions, please contact Joel Huberman (502) 315-7409 or by e-mail at [Joel.Huberman@usace.army.mil](mailto:Joel.Huberman@usace.army.mil).

**\*\*ALERT:** All contractors must be registered in the System for Award Management ([www.SAM.gov](http://www.SAM.gov)) prior to contractors submission. All proposed contractors are highly encouraged to review FAR Clause 52.232-33 Payments by Electronic Funds Transfer – System for Award Management, which indicates “All payments by the Government under this contract shall be made by electronic funds transfer (EFT).” Those not currently registered can obtain registration by going to the website <http://www.SAM.gov>. Effective June 29, 2018 vendors creating or updating their registration can have their registration activated prior to the approval of the required notarized letter. However, the signed copy of the notarized letter must be sent to the GSA Federal Service Desk (FSD) within 30 days of activation or the vendor risks no longer being active in SAM. Vendors can check whether an account is active by performing a query by their CAGE or Unique Entity Identifier (known as DUNS).

The new registration process may now take several weeks, so vendors are highly encouraged to begin registering as soon as possible to avoid any possible delays in future contract awards. Remember, there is no cost to use SAM. To find out additional information about the changes of the SAM registration process, contractors should visit the Frequently Asked Questions (FAQ) link located at the top of the SAM homepage ([www.sam.gov](http://www.sam.gov)).

PLEASE NOTE: SAM is completely free of charge for both registrants and users.

Note: Page numbering in this document may not be accurate.

PRICE BREAKOUT SCHEDULE

Add

SOWSTATEMENT OF WORK

## John T. Myers Locks and Dam #3 Crossover Pipe and Ladder Repair

Project Location:  
 John T. Myers Locks and Dam  
 16501 Raben Road  
 Mt. Vernon Indiana 47620

General Requirements

The Contractor shall replace the existing ladder and repair corroded Hydraulic, Potable Water, Air, Fuel, and Sewage pipes for the 600' lock chamber crossover #3. The work is primarily located in a confined space and the contractor will take appropriate steps to provide proper safety and ventilation as per the requirements of the COE Health and Safety Manual 385-1-1. Some lines may be pressurized during the repair, and all will still contain hydraulic, water, fuel, or sewage. It is anticipated the contractor will use a pipe freezing method to isolate the sections to be repaired. The Contractor and all subcontractors that are directly involved with the repair process will be fully trained and experienced in the use of the pipe freezing method. This training and experience synopsis will be part of the Contractor's submittal requirements. The contractor shall furnish all personnel, equipment, supplies and materials necessary. Prices should include mobilization & de-mobilization, fuel, labor, material, and equipment.

Lock Closure Restrictions

After NTP, Construction work may be conducted 24 hours a day, 7 days a week, as long as it does not interrupt normal lock operation or create unsafe conditions for using lock chambers. The Contractor may request a lock chamber closure to facilitate construction. Requests must be approved by the Lockmaster. All requests shall be made on by 15th of the month prior and include a complete monthly schedule of requested closures to allow proper communication and coordination with navigation industry. All requests must include date and time of the start and stop of the closure. Closures are limited to four (4) hours per day and no more than two (2) 12-hour closures within a seven (7) day period. The Lockmaster maintains the right to revoke approved closures at the government's sole discretion if the navigation mission requires it.

Repair locations are listed below and will have identifiable markings in the crossover. **NOTE: The Contractor shall verify pipe length, size and material requirements before materials are purchased.**

**LINE ITEM 0001: Fixed Ladder and Fall Protection Replacement.**

1. Contractor shall remove and dispose of existing ladder and fall protection system.
2. Contractor shall purchase and install approximately 54' of stainless steel fixed ladder with high grab bar extension above the access level according to all safety regulations in the #3 crossover of the 600 foot chamber. **NOTE: The Contractor shall verify ladder length before materials are purchased.**
  - a. All welded construction.
  - b. Single diamond grip strut rungs.
  - c. Rungs 16" wide and spaced 12" vertically.
  - d. Overall ladder width of 17"
  - e. Flat bar stock side rails.
  - f. Flared handrails that extend 42" above the access level according to all safety regulations.
  - g. Bolt on standoff brackets.
  - h. Compliant with OSHA Specification for Fixed Ladders 1910.23(d)(5)
3. Contractor will purchase install Safety Davit System.
  - a. Floor Mount Base
  - b. Pivot 360°
  - c. Telescoping adjustability
  - d. Rescue winch with approximately 100' of stainless steel rescue rope
  - e. Primary and secondary pulleys

- f. Secondary 5,000lb anchor point
- g. Compliant with OSHA regulations
- 4. Contractor will purchase and install Descent Device.
  - a. Removable.
  - b. Does not require a front D-Ring.
  - c. Must meet OSHA 29 CFR 1910 Walking Working Surfaces Section 1910.27
  - d. Weight Capacity 310 lb.
  - e. Approximately 100' of stainless steel descent rope.

**LINE ITEM 0002: Corroded Hydraulic Line Replacement.**

The contractor shall furnish all labor and materials to replace 1ea. 1 ½", 4ea. 3" and 2ea. 4" corroded hydraulic lines in the #3 crossover of the 600 foot chamber. Average length of hydraulic pipe repair sections is approximately 5' horizontal into the gallery and 25' vertical adjacent to access ladder. **NOTE: The contractor shall verify replacement lengths and wall thickness with TPOC and/or Lock representative.**

1. The work is primarily located in a confined space and the contractor shall take appropriate steps to provide proper safety and ventilation as per the requirements of the COE Health and Safety Manual 385-1-1.
2. The hydraulic system will be pressurized to accommodate continuing locking efforts in the 600 foot chamber. Hydraulic lines will contain hydraulic fluid. The contractor will coordinate with the Lock Master and/or Lock representative when the corroded pipe sections will be replaced so that the lines will be depressurized and a Navigation Notice can be sent out for chamber closure. It is anticipated the contractor will use a pipe freezing method to isolate the sections to be repaired. The contractor and all subcontractors that are directly involved with the repair process will be fully trained and experienced in the use of the pipe freezing method. This training and experience synopsis will be part of the contractor's submittal requirements.
3. The corroded sections will be removed and new stainless steel sections will be welded in place. All corroded pipes that are to be replaced have been identified with paint and tape. **NOTE: The Contractor shall verify pipe sizes and material requirements before materials are purchased.**
4. Contractor welders shall be certified for welding pressurized pipe and will provide current certification documentation as part of the "Work Plan" submittal. In addition, the welder must have a minimum of three years of documented experience in this type of work and utilize the Guide for Welding AWS D10.12. All welds will be inspected utilizing Welding of Pipelines and Related facilities API Standard 1104, no x-ray required, visual and operational inspection only per the standard.
5. The Contractor shall comply with "Control of Hazardous Energy" (Lockout/Tagout) requirements as per Section 12 of the COE EM385-1-1 and the Lockout/Tagout plan will be a part of the Accident Prevention Plan submittal.
6. The contractor shall take all steps necessary to reduce or eliminate spillage of hydraulic oil and shall take all necessary precautions to contain any leakage.
7. All line sections replaced shall be treated with corrosion resistant primer and paint after installation.
8. A full function test shall be performed after each line section replacement. All joints and fittings will be examined for leaks or seeps after repairs are made.
9. The installation shall be fully function tested and inspected for leaks in the presence of the TPOC and Lock representatives. Repaired lines and valves shall be fully supported to prevent damage.
10. Residual oil from removed lines shall be turned over to the site. Refill of oil, air bleeding, and start up are to be done by the lock maintenance personnel.
11. The contractor shall coordinate the replacement of the corroded line sections with the TPOC and Lock representative to eliminate/reduce lock outages.

**LINE ITEM 0003: Corroded Pressurized Air Line.**

The contractor shall furnish all labor, tools, and materials to replace 1ea. 1 ½" corroded pressurized airline in the #3 crossover of the 600 foot chamber.

**NOTE: The contractor shall verify replacement lengths and wall thickness with TPOC and/or Lock representative.**

1. The work is primarily located in a confined space and the contractor shall take appropriate steps to provide proper safety and ventilation as per the requirements of the COE Health and Safety Manual 385-1-1.
2. The Contractor shall comply with "Control of Hazardous Energy" (Lockout/Tagout) requirements as per Section 12 of the COE EM385-1-1 and the Lockout/Tagout plan will be a part of the Accident Prevention Plan submittal.
3. The contractor shall coordinate the replacement of the corroded line sections with the Lockmaster to eliminate/reduce lock outages.
4. The corroded sections shall be removed and new sections will be installed. All corroded lines that are to be replaced have been identified with paint and tape. **NOTE: The Contractor shall verify pipe sizes and material before materials are purchased.**
5. The contractor shall coordinate the replacement of the corroded line sections with the TPOC and Lockmaster to eliminate/reduce lock outages.
6. All line sections replaced shall be treated with corrosion resistant primer and paint after installation.
7. A full function test shall be performed after each line section replacement. All joints and fittings will be examined for leaks or seeps after repairs are made.
8. The installation shall be fully function tested and inspected for leaks in the presence of the TPOC and maintenance representatives. Repaired pipes and valves shall be fully supported to prevent damage.

**LINE ITEM 0004: Corroded Non-Potable Water Line.**

The contractor shall furnish all labor, tools, and materials to replace 1ea. 4" corroded non-potable water line in the #3 crossover of the 600 foot chamber. **NOTE: The contractor shall verify replacement lengths and wall thickness with TPOC and Lock representative.**

1. The work is primarily located in a confined space and the contractor shall take appropriate steps to provide proper safety and ventilation as per the requirements of the COE Health and Safety Manual 385-1-1.
2. Contractor welders shall be certified for welding pressurized pipe and shall provide current certification documentation as part of the "Work Plan" submittal.
3. The Contractor shall comply with "Control of Hazardous Energy" (Lockout/Tagout) requirements as per Section 12 of the COE EM385-1-1 and the Lockout/Tagout plan shall be a part of the Accident Prevention Plan submittal. The contractor shall coordinate the replacement of the corroded line sections with the Lockmaster to eliminate/reduce lock outages.
4. The corroded sections shall be removed and new sections shall be installed. All corroded lines that are to be replaced have been identified with paint and tape. **NOTE: The Contractor shall verify line sizes and material before materials are purchased.**
5. The contractor shall coordinate the replacement of the corroded line sections with the TPOC and Lockmaster to eliminate/reduce lock outages.
6. All line sections replaced shall be treated with corrosion resistant primer and paint after installation.
7. A full function test will be performed after each line section replacement. All joints and fittings will be examined for leaks or seeps after repairs are made.
8. The installation will be fully function tested and inspected for leaks in the presence of the TPOC and maintenance representatives. Repaired pipes and valves shall be fully supported to prevent damage.

**LINE ITEM 0005: Corroded Fuel Line.**

The contractor will furnish all labor, tools, and materials to replace 1ea. 1 ½" corroded fuel line in the #3 crossover of the 600 foot chamber. **NOTE: The contractor shall verify replacement lengths and wall thickness with TPOC and Lock representative.**

1. The work is primarily located in a confined space and the contractor shall take appropriate steps to provide proper safety and ventilation as per the requirements of the COE Health and Safety Manual 385-1-1.
2. Contractor welders shall be certified for welding pressure pipe and shall provide current certification documentation as part of the "Work Plan" submittal.
3. The Contractor shall comply with "Control of Hazardous Energy" (Lockout/Tagout) requirements as per Section 12 of the COE EM385-1-1 and the Lockout/Tagout plan shall be a part of the Accident Prevention

- Plan submittal. The contractor shall coordinate the replacement of the corroded pipe sections with the Lockmaster to eliminate/reduce lock outages.
4. The corroded sections shall be removed and new sections shall be installed. All corroded pipes that are to be replaced have been identified with paint and tape. **NOTE: The Contractor shall verify pipe sizes and material requirements before materials are purchased.**
  5. The contractor shall coordinate the replacement of the corroded pipe sections with the TPOC and Lockmaster to eliminate/reduce lock outages.
  6. The contractor shall take all steps necessary to reduce or eliminate spillage of fuel and shall take all necessary precautions to contain any leakage.
  7. All pipe sections replaced shall be treated with corrosion resistant primer and paint after installation.
  8. A full function test shall be performed after each pipe section replacement. All joints and fittings shall be examined for leaks or seeps after repairs are made.
  9. The installation shall be fully function tested and inspected for leaks in the presence of the TPOC and Lock representatives. Repaired pipes and valves shall be fully supported to prevent damage.
  10. Residual fuel from removed lines will be cleaned up to the satisfaction of the TPOC and Lock representative.

**LINE ITEM 0006: Corroded Sewage Line.**

The contractor will furnish all labor, tools, and materials to replace 1ea. 4" corroded sewage line in the #3 crossover of the 600 foot chamber. NOTE: The contractor will verify replacement lengths and wall thickness with TPOC and Lock representative.

1. The work is primarily located in a confined space and the contractor will take appropriate steps to provide proper safety and ventilation as per the requirements of the COE Health and Safety Manual 385-1-1.
2. Contractor welders will be certified for welding pressure pipe and will provide current certification documentation as part of the "Work Plan" submittal.
3. The Contractor will comply with "Control of Hazardous Energy" (Lockout/Tagout) requirements as per Section 12 of the COE EM385-1-1 and the Lockout/Tagout plan will be a part of the Accident Prevention Plan submittal. The contractor will coordinate the replacement of the corroded pipe sections with the Lockmaster to eliminate/reduce lock outages.
4. The corroded sections shall be removed, and new sections shall be installed. All corroded pipes that are to be replaced have been identified with paint and tape. **NOTE: The Contractor shall verify pipe sizes and material requirements before materials are purchased.**
5. All pipe sections replaced shall be treated with corrosion resistant primer and paint after installation.
6. The contractor shall coordinate the replacement of the corroded line sections with the TPOC and Lockmaster to eliminate/reduce lock outages.



**JOHN T. MYEERS LOCKS AND DAM #3 CROSSOVER PIPE AND LADDER REPAIR**  
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**SPECIFICATIONS/DESCRIPTION****1. Project Information.**

Repair corroded hydraulic, Potable and Non- Potable Water, Air, Fuel, and Sewage pipes at John T. Myers Locks and Dam.

**2. Scope Of Work.**

The contractor shall furnish all personnel, equipment, supplies and materials necessary to repair corroded hydraulic, Potable Water, Air, Fuel, and Sewage pipes for the 600' lock chamber for John T. Myers Locks and Dam located 16501 Raben Road, Mt. Vernon Indiana 47620. Prices should include mobilization & de-mobilization, fuel, labor, material and equipment. The contractor's work and responsibility shall include all planning, programming, administration, management, supervision, communications and inspection necessary to assure that all work is conducted in accordance with the contract requirements and all applicable Federal, State and Local laws and regulations. All work shall be performed in strict compliance with the attached specifications and all other terms and conditions incorporated herein.

**3. Technical Point of Contact (TPOC):**

TPOC: DJ Scalf  
502-315-6732 - office  
502-658-4055 - cell  
[donald.l.scalf@usace.army.mil](mailto:donald.l.scalf@usace.army.mil)

**Project Representatives:**

Lock Master Patrick Buttry  
U.S. Army Corps of Engineers  
John T. Myers Locks & Dam  
16501 Raben Road  
Mt. Vernon, Indiana 47620  
Phone: 812-838-5836  
Email: [Patrick.e.buttry@usace.army.mil](mailto:Patrick.e.buttry@usace.army.mil)

**4. Pre-Work Conference:**

The contractor will be required to attend a pre-work conference prior to beginning work during which the Contractor's plan of work, safety procedures, start date and other items in this contract will be discussed.

**5. Working Hours.**

a. Normal working hours, except as otherwise specified herein, will be Monday through Friday, 7:00 a.m. to 4:00 p.m. Eastern Time. Work inside Government buildings or other secured areas will be performed during the above referenced work hours. Work that interferes with other ongoing functions at the project will be scheduled around normal working hours, as specified by the Project Manager.

Holiday Work. The Eleven Federal holidays observed are:

New Year's Day (January 1st)  
Martin Luther King Day (3rd Monday in January)  
President's Day (3rd Monday in February)  
Memorial Day (Last Monday in May)  
Juneteenth (June 19th)  
Independence Day (July 4th)  
Labor Day (1st Monday in September)  
Columbus Day (2nd Monday in October)  
Veterans Day (November 11th)  
Thanksgiving Day (4th Thursday in November)  
Christmas Day (December 25th)

When one of the above designated holidays falls on a Sunday, the following Monday is observed as a legal holiday. When a legal holiday falls on a Saturday, the preceding Friday is observed as a holiday. Work will be scheduled around the above listed Federal holidays except as specified herein or as approved by the TPOC.

b. **Inclement Weather Work.**

The Contractor will maintain the schedule of services regardless of inclement weather. Exceptions may be approved by the TPOC when severe conditions make it impractical or dangerous to perform the work.

6. **Contract Start and Completion Dates.**

Work under this contract will begin within 14 calendar days of Notice to Proceed (NTP) and complete within 180 calendar days after receiving the NTP.

7. **Contractor Submittals.**

Unless otherwise specified, the Contractor will submit the following information to the TPOC prior to the pre-work conference for this contract:

- a. Contractor Representatives. List of names of Contractor Representatives.
- b. Accident Prevention Plan (APP). A suggested outline for the Contractor's Accident Prevention Plan Appendix A of EM 385-1-1 See Section 10.c for APP requirements. Exhibit D.
- c. Emergency Contacts. A prioritized list, including phone numbers, of those persons (normally Contractor Representatives) to call in case of emergencies.
- d. Operators. A list of names of qualified equipment/vehicle operators, including experience, training and qualification to operate specific equipment.
- e. Certificate of Insurance.
- f. Performance Bond. (where applicable)
- g. Security Requirements.

8. **Permits and Licenses.**

The Contractor will obtain, at own expense, any required licenses, permits or certifications necessary to perform the specified services. Required licenses, permits and certifications will be kept current during the period the work is performed. The Contractor is also responsible for any and all costs associated with the training of Contractor personnel to acquire and maintain valid licenses, permits or certifications necessary to perform the contract services specified herein. The Contractor, Contractor personnel and any persons acting on behalf of the Contractor will comply with all applicable Federal, State and local laws and regulations; including any subsequent changes to these laws and regulations.

**Minimum Personnel and Training Requirements.** The Contractor will provide an adequate number of fully trained and qualified personnel to perform the work specified herein. Contractor personnel will be properly trained to perform their assigned work in a safe and effective manner. Training will include, but is not limited to instruction on the proper and safe use and operation of Contractor equipment and any Contractor provided tools, supplies and materials required to perform the specified services. Only properly trained and qualified employees will be used in the performance of services specified herein. The Contractor will also assume responsibility for training or Orienting Contractor personnel to perform the services specified in the contract. In the event the Contracting Officer or his/her Authorized Representative determines that the Contractor does not have a qualified employee performing the specified work, the Contractor will be required to provide qualified personnel, or subcontract the work to a person or persons who are trained and qualified to perform the work. The Contractor acknowledges that the employment of undocumented migrant workers to perform services under this contract will not be permitted.

9. **Identification of Contract Employees and Vehicles.**

All Contractor employees will be in good appearance while performing services. Employees must wear long pants, shirt with no vulgar or obscene graphics with at least sleeves equivalent of a t-shirt, and durable work type shoes. Vehicles and any motorized equipment utilized for transportation will be in good operating condition with no display of obscene or vulgar material such as stickers, flags, or etc. Vehicles will be maintained in accordance with federal, state, and local laws.

10. **Safety Requirements.**

- a. General. Performance of all services will assure complete safety to public visitors, Contractor employees, and all other persons in the area. The Contractor will comply with any pertinent requirements contained in the Corps of Engineers Safety Manual (EM 385-1-1), current at the time of award and any subsequent revisions to that document. Furthermore, the Contractor will comply with pertinent occupational safety and health standards for general industry (29 CFR Part 1910) as required by the Occupational Safety and Health Administration (OSHA). If the Contractor fails or refuses to promptly comply with safety and security requirements as specified herein, the TPOC or any other project employee may stop all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such work stoppage will be made subject to any claims for extension of time or for excess costs or damages sustained by the Contractor. Also, the Contractor will not be paid for work not performed as a result of the stop order.
- b. The Contractor will comply with the Occupational Safety and Health Act (OSHA), the Corps of Engineers Manual, EM 385-1-1, [https://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM\\_385-1-1.pdf](https://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1.pdf) or latest version and as otherwise stated herein. Special attention will be given to the requirements for safety meetings.

The Contractor will inform the TPOC a minimum of 7 calendar days prior to a Contractor monthly safety meeting, to permit a Government representative to attend.

- c. Accident Prevention Plan (APP). The Contractor will prepare an Accident Prevention Plan to assure that requirements of the safety program are provided as specified. This plan must be accepted by the Contracting Officer prior to commencement of any work. One copy of the Accident Prevention Plan will be provided to the Contracting Officer and the TPOC one week prior to the pre-work conference. The Accident Prevention Plan must be in the outline and form prescribed in Appendix A of EM 385-1-1.
- d. Activity Hazard Analysis (AHA). The Contractor will use Activity Hazard Analyses (AHA's) as one of many tools to insure safe performance of work. It is the Contractor's responsibility to prepare the AHA. Sample AHA's may be available at the project office for review and use by the Contractor to assist in the development of site specific Activity Hazard Analyses prior to the Contractor performing the job. The Contractor is encouraged to revise or add to these sample AHA's as necessary to address changing conditions. Prior to performing jobs with inherent hazards, the Contractor will review, at a "Tool Box" safety meeting, the approved AHA's with those employees who will perform that work each time the work is ordered. The Government may request advanced notification of the time and date of the above AHA "Tool Box" safety meeting for Contractor employees so that the Government may attend such reviews.

The Government will require the Contractor to prepare an AHA for any jobs for which an adequate AHA does not already exist. A copy of this AHA will be submitted to the TPOC and must be accepted before the Contractor starts the job. This copy of the AHA will become the property of the Government. Guidance is included, which will be used by the Contractor as a guide for the preparation of required AHA's.

A copy of the approved AHA's will be available at all times to workers at each associated job site and a copy will be provided to the Government.

- e. Public Safety. The Contractor will ensure that reasonable precautions are taken to protect the public at all times where work is being performed. The Contractor will immediately report to the TPOC any potential hazards found by his employees on the project. The Accident Prevention Plan will include procedures to be taken to provide for public safety. Additionally, the Contractor will not allow any persons, except employees, into work areas that are not otherwise open to the public; nor will the Contractor transport in Contractor work vehicles any persons, except employees, during times the Contractor is on the project performing work under a contract.
- f. Personal Protective Apparel and Equipment. Protective apparel and equipment, as identified in the AHA, will be provided to eliminate or minimize hazards to personnel. As a minimum, each employee will wear a short-sleeved shirt, long trousers, and appropriate footwear during all

- contract work. Face shields, spectacles with side-shields, or goggles, and hearing protection will be worn by employees when required by safety manual. Fire extinguisher(s) and first aid kit(s) meeting the Safety Manual standards will also be provided and easily accessible to all employees.
- g. Contractor Employees Certified in First Aid & CPR. The Contractor will schedule employees so the appropriate numbers of certified personnel are on duty to administer First Aid and CPR as required by the Safety Manual.

Copies of their certification will be provided in accordance with regulations. Two people per crew will be trained in First Aid and CPR. Individuals working alone will be trained in First Aid.

- h. Hazard Communication Program. The Contractor will be responsible for implementing a hazard communication program for Contractor employees, as required by the Safety Manual. The Contractor will provide Material Safety Data Sheets (MSDS) and/or Safety Data Sheets (SDS) for review by the TPOC prior to use of any hazardous substance on the project and provide a plan for the proper handling, transportation, storage and usage of hazardous substances on the project.

11. **Required Security Training and Planning.**

- A. **General security requirements and guidance:** The security requirements described below apply to all contract personnel (including employees of the prime Contractor (“Contractor”) and all subcontractor employees) supporting the performance requirements of this contract. The Contractor is responsible for compliance with these security requirements. Questions regarding security matters shall be addressed to the designated Government representative (e.g., Contracting Officer Representative (COR), Requiring Activity (RA) representative, or Contracting Officer (if a COR or other RA representative is not appointed)). Contract personnel are critical to the overall security and safety of US Army Corps of Engineers (USACE) installations, facilities and activities, and security awareness training contributes to those efforts. The Department of Defense (DoD) and Army security training requirements specified below, if applicable, are performance requirements; all applicable contract personnel shall complete initial training within 30 days of contract award or the date new contract personnel begin performance on the contract. Within five business days from the completion of training, the Contractor shall provide written documentation (e.g., email or memorandum) to the Government representative. The documentation shall include the names of contract personnel trained and which training they completed; the Contractor shall maintain training records as part of their contract files and be prepared to provide copies of training certificates to the Government representative. Contractor personnel and vehicles are subject to search when entering federal installations. Additionally, all contract personnel shall comply with Force Protection Condition (FPCON) measures, Random Antiterrorism Measures (commonly referred to as “RAMs”), and Health Protection Condition (HPCON) measures. The Contractor is responsible for meeting performance requirements during elevated FPCON and/or HPCON levels in accordance with applicable RA plans and procedures—this includes identifying mission essential and non-mission essential personnel. In addition to the changes otherwise authorized by the changes clause of this contract, should the FPCON or HPCON levels at any individual facility or installation change, the Government may implement security changes that affect contract personnel. The Contractor shall ensure all contract personnel are aware of their security responsibilities, including any site-specific requirements identified in local policies or procedures.
- B. **Physical security and access control requirements:** All contract personnel requiring physical access to a federal installation or facility shall comply with the access control procedures of that location. Contract personnel requiring unescorted access to meet contract performance requirements on a DoD installation in the US shall be vetted by the installation/facility Provost Marshal/Directorate of Emergency Services/Security Office using the National Crime Information Center-Interstate Identification Index (commonly referred to as “NCIC-III”) and Terrorist Screening Database (commonly referred to as “TSDB”). Contract personnel shall comply with all personal identity verification requirements specified in installation/facility policies and procedures. Contract personnel who do not meet requirements for unescorted access to USACE facilities shall coordinate escorted access with the Government representative, as needed. Contract

- personnel who receive keys, access cards, or lock combinations that provide access to government-owned property shall comply with key and lock control procedures of the RA.
- C. **Suspicious Activity Reporting training (e.g. iWATCH, CorpsWatch, or See Something, Say Something):** All contract personnel shall receive initial and annual refresher training from the RA representative on the local suspicious activity reporting program. This locally developed training provides contract personnel with general information on suspicious behavior, and guidance on reporting suspicious activity to the project manager, security representative or law enforcement entity.
  - D. **Pre-screen candidates using E-Verify Program:** Contractors shall comply with the requirements set forth in FAR clause 52.222-54 Employment Eligibility Verification and FAR Subpart 22.18 in using the E-Verify Program at (<https://www.e-verify.gov/>) (website subject to change) to meet the contract employment eligibility requirements. Contractors are encouraged to cooperate with Federal and State agencies responsible for enforcing labor requirements to include eligibility for employment under United States immigration laws in accordance with FAR 22.102-1(i). An initial list of verified/eligible candidates shall be provided to the TPOC no later than three business days after the initial contract award. When contracts are with individuals, the individuals will be required to complete a Form I-9, Employment Eligibility Verification, and submit it to the Contracting Officer to become part of the official contract file.

\*When contracts are with individuals, the individuals will be required to complete a Form I-9, Employment Eligibility Verification, with the designated Government representative. This Form will be provided to the Contracting Officer and will become part of the official contract file. Emergency Contacts. A prioritized list, including phone numbers, of those persons (normally Contractor Representatives) to call in case of emergencies.

The contractor will supply the Technical Point of Contact (TPOC) with an Accident Prevention Plan (APP), Scaffolding Plan, Control of Hazardous Energy Plan (LO/TO), and an Activity Hazard Analysis (AHA) prior to site work in accordance with EM 385-1-1.

#### 12. **Accident Reporting.**

The Contractor is responsible for reporting all accidents to the Project Manager immediately. Prompt action will be taken to ensure immediate and appropriate medical treatment. The Contractor will maintain an accurate record of any accidents in the manner and on the forms prescribed by the Project Manager. For property damage accidents of \$2,000 or more, the Contractor will complete and submit to the Project Manager a copy of ENG Form 3394. The Contractor will maintain an OSHA 300 Log of On – The – Job injuries and first aid treatments.

The Contractor will also provide a monthly record of all exposure and accident experience incidental to the performance of services under the contract. This reporting requirement includes exposure and accident experience of both the Prime Contractor and any subcontractor(s). A Monthly Record of Work-Related Injuries/Illnesses & Exposure form will be available from the Project Manager. The Monthly Record of Work-Related Injuries/Illnesses & Exposure report will be provided to the Project Manager by the 5th working day of the month for the previous month.

#### 13. **Damage Reports.**

All instances where Government materials, supplies, property, and/or equipment are damaged will be reported immediately to the Project Manager. When the damage was caused by contract employees, a written report of the incident and extent of such damage will be submitted to the Project Manager, within 2 work days (less weekends and holidays) of occurrence. For property damage accidents of \$2,000 or more the Contractor will complete and submit to the Project Manager a copy of ENG 3394.

#### 14. **Contractor Employees' Conduct and Competency.**

All contract employees will conduct themselves in a proper and courteous manner at all times. Since the majority of work is performed in the presence of the general public, the conduct of all employees is critical and will be closely monitored. Contract employees will comply with all provisions of Title 36, Chapter III, Part 327, CFR and obey all posted signs and regulations in the performance of the work under this contract. Being under the influence of or consuming alcoholic beverages or controlled substances by the Contractor or employees while on duty is prohibited.

- a. Employee Dismissal. The Contractor expressly agrees to dismiss any employee or subcontractor employee whose continued employment is deemed by the Project Manager to be inconsistent with the best interests of the public or the U.S. Army Corps of Engineers. The KO or the Project Manager may require the Contractor to immediately remove from the work site any employee or subcontractor who is incompetent, endangers persons or property, or whose physical or mental condition would impair their ability to satisfactorily perform the work. Notification to the Contractor will be promptly made in writing if time and circumstances permit. Otherwise, notification will be verbal and confirmed in writing as soon as possible. No removal will reduce the Contractor's obligation to perform all work required under this contract nor be the basis for time extension. Immediate replacement of the employee will be made.

15. **Damage or Loss of Contractor's Supplies and Property.**

The Contractor is responsible for taking the action necessary to protect Contractor supplies, materials and equipment, and the personal property of Contractor employees from loss, damage or theft. The Government assumes no responsibility for theft, damage, etc., of the above. The Government is not responsible for providing storage areas or facilities for the storage of Contractor supplies, materials and equipment. With prior approval, the Project Manager may provide a location for the temporary storage of large equipment to prevent the transportation of such equipment to/from the work site while a particular service is being performed. However, the Government assumes no liability for the loss or destruction of Contractor equipment while it is stored on Government property.

16. **Supervision.**

The Contractor is responsible for providing on-site supervision and quality control inspections of work performed under the contract. The level of supervision and inspections will be sufficient to assure that services are performed in accordance with contractual requirements and all applicable Federal, state and local laws and regulations. The Contractor or a Contractor Representative will personally supervise the work, or be readily available by phone or other means of communication to respond to any contract issue that may arise when work is in progress. The Contractor Representative(s) will conduct overall management coordination and be the central point of contact with the Government for performance of all work under the contract.

Contractor Representative will have full authority to contractually commit the Contractor for prompt action on all matters pertaining to administration of this contract, and will be the on-site Contractor employee who is responsible for safety.

The names and telephone numbers of all individuals authorized to act on behalf of the Contractor as Contractor Representatives will be submitted in writing to the TPOC before work is performed.

The Contractor will maintain copies of contract work requirements, specifications, Activity Hazard Analysis, etc., at each work site which relate to each person's work responsibilities, and will review them to insure employees comprehension of a job prior to initiating work.

17. **Environmental Program.**

The Contractor will comply with Federal, State, and local laws, regulations and standards regarding environmental protection. All environmental protection matters will be coordinated with the TPOC. Any of the facilities operated by the Contractor may be inspected by the TPOC, or other Federal, State and local officials without advance notice. Access for inspection will be granted upon request.

Citations against Government facilities operated by the Contractor for non-compliance with environmental standards are a matter for resolution between the Government and the issuing office.

The Contractor will conduct all operations and maintenance activities in a manner to prevent contamination of Government land and property. The Contractor will ensure all lubricants, petroleum products, paints, cleaning materials, or any other hazardous substances are not spilled, leaked or disposed of on Government property and are disposed of in accordance with environmental regulations. If spills or contamination occur, the Contractor will be responsible for cleanup and any associated costs in accordance with Federal, State and Local Law. Such spills will be reported to the TPOC immediately.

18. **Contract Discrepancy Report (CDR).**

A CDR is a formal document used by the Government to process defects in services. As initially issued to the Contractor, the CDR describes the discrepancy or problem. The CDR will be discussed with the Contractor or his representative when it is issued. The Contractor will provide his written response on the CDR form within 24 hours of issuance. The Contractor's response must:

Identify the cause and corrective action taken, and Identify Contractor action to prevent recurrence.

Upon finalization of the CDR, the Contractor and the TPOC must sign the form. The Contractor will be given a copy of the completed form. Should the Contractor not concur with any decision, etc., the Contractor may so state, in writing, and request a final decision by the Contracting Officer. The Contracting Officer monitors all CDR's issued, and CDR's are the principle evidence used by the Contracting Officer in determining Government contract actions such as termination or decision not to exercise options.

19. **Meetings.**

The Contractor is required to attend a pre-work meeting to be scheduled by the TPOC. The Contractor or his authorized representative will report each Month with the schedule and location determined by the TPOC to discuss contract work items. Specific topics of discussion at the Monthly meetings may include issuing inspections, quality control, and upcoming work. If a CDR is issued, mutual effort will be made to resolve any and all problems identified to preclude their recurrence. The TPOC may alter this reporting schedule, or change the reporting method, time, or place if mutually agreeable between the TPOC and the Contractor. A tour of the work site will be conducted following the discussions. It is recommended that the Contractor's on-site representative or superintendent also attend this meeting. During the pre-work conference, the Contractor will also provide any required submittals not previously submitted.

20. **Quality Control.**

The Contractor will have a Quality Control program to assure the requirements of the contract are provided as specified. The primary purpose of Quality Control is to identify and correct deficiencies in the quality of services performed before the level of performance is unacceptable.

The program will include, but not be limited to the following:

- a. An inspection system covering all the services stated in the contract specifications.
- b. A method of identifying and correcting deficiencies in the quality of services performed before the level of performance is unacceptable.
- c. A file of all inspections conducted by the Contractor and the corrective actions taken. These files will be made available for inspection upon request by the TPOC.
- d. A method of insuring that employees have full knowledge of work assignments and that appropriate technical expertise is utilized with each work assignment.
- e. A method of coordinating each work crew's activities with the TPOC and/or inspector.

The Contractor may use any or all portions of this plan to prepare a plan of his own. A signed plan, including Contractor specific information, will be provided to the Contracting Officer and the TPOC, and accepted, prior to the Pre-Work Conference. If changes to this program occur, updated copies will be provided to the Contracting Officer and TPOC.

Failure to provide appropriate Quality Control may result in issuance of a CDR, and/or termination of the contract.

21. **Quality Assurance.**

The Government will monitor the Contractor's performance in each functional area under this contract and reserves the rights to use whatever additional surveillance procedures are deemed appropriate. The Government will keep a record of all complaints received by the public concerning Contractor performance. Upon receipt of a written complaint by the public, the Government will attempt to verify the complaint and furnish the Contractor a copy of the findings. Should the Government verification reveal a nonperformance by the Contractor, a CDR may be issued. A Government employee shall not be considered an Inspector unless he identifies himself as such to the Contractor, the Contractor Representative, or Quality Control Inspector. No Inspector is authorized to change any provision of



the specifications without written authorization of the Contracting Officer nor shall the presence or absence of an inspector relieve the Contractor from any requirements of the Contract.

22. **Deficiencies.**

If the Contractor fails to perform, or if performance in any area is judged unsatisfactory by the TPOC, the Government will take corrective action. If any of the services do not conform to contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no cost to the Government.

23. **Interruptions to Systems.**

Contractor will coordinate with TPOC so that the contractors work will not interrupt the projects mission. Any authorized interruptions will be kept to an absolute minimum, and all repairs or replacements of equipment or components will be accomplished in an expeditious and efficient manner.

24. **Government Furnished Materials and Equipment.**

Forms: All Department of Defense forms, required by the Government to be used under this contract, will be provided by the Government during the contract period. The Government reserves the right to modify or supersede these forms during the contract period.

Control: The Contractor will provide control to ensure Government furnished equipment, property, or items are utilized only for contract purposes. The Contractor may be provided with keys to the Dike Service Road Security Gate. Any work to be performed within these facilities must be performed during regular working hours when Government employees are available to unlock these facilities for the Contractor.

Safety Manual. Prospective contractors may review a copy of the Safety and Health Requirements Manual EM 385-1-1 at the Project Office. The Contractor can find a copy of Safety Manual EM 385-1-1 online at: [https://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM\\_385-1-1.pdf](https://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1.pdf)

25. **Contractor Furnished Items.**

General: The contractor will furnish all personnel, equipment, fuel, tools, supplies and materials necessary. The contractor's work and responsibility will include all planning, programming, administration, management, supervision, communications and inspection necessary to assure that all work is conducted in accordance with the contract requirements and all applicable Federal, State and Local laws and regulations.

Equipment: The Government requires, that the Contractor provide adequate equipment to perform the work required within the specified time period. Also, all equipment used by the Contractor must meet safety requirements outlined in EM 385-1-1.

Contractor Equipment and Supply Inspection. The apparent Contractor will make available for inspection all service equipment, tools, and samples of supplies he proposes to use for work under this contract, along with proof of ownership or lease agreement.

26. **Safeguarding Government Property.**

The Contractor will cooperate with Government personnel in safeguarding Government property. The Contractor will be responsible for promptly reporting all acts of vandalism, larceny, or pilferage to Government property, and malfunctioning Government equipment to the TPOC. The Contractor will establish security procedures and safeguards that are compatible with the Government's existing procedures, to protect all equipment, materials, supplies, tools, and other resources. The Contractor will cooperate with, and provide any assistance necessary to, the Government during any audits, usage checks of expendable property, and inventories of nonexpendable property under control of the Contractor. Any item of value found on the work sites will be placed into the custody of the TPOC for return to the owner, if ownership can be established. The Contractor will inform the TPOC of any information he or his employees receive about lost and/or found articles from the public.

27. **Minimum Manpower Requirements.**

The Contractor will provide an adequate number of fully qualified personnel to perform the work specified herein. Personnel required to handle emergency situations will be available on call, 24 hours per day, 7 days per week. At least 50 percent of the cost of contract performance incurred for personnel will be expended for employees of the primary contractor.

28. **Minimum Personnel Qualifications.**

Employees, technical personnel, and consultants will have the education, experience, or knowledge, as evidenced by license, certificate, or diploma, etc., to provide a comprehensive understanding of the systems and components. All employees will be subject to such Government or other applicable regulations that are applicable during the time spent on Government property. If the TPOC decides the Contractor employee performing the specified work is unqualified, the Contractor will immediately provide qualified personnel to accomplish the work.

29. **Cooperation with other Contractors, Lessees, and Volunteers.**

The Contractor will fully cooperate with such other Contractors, lessees, volunteers and Government employees. The Contractor will not commit or permit any act which will interfere with the performance of work by another Contractor, volunteer, lessee, or Government employee. The TPOC can alter the work schedules of the other Contractor, lessee, Government employees, volunteer, or the Contractor to avoid possible conflicts. Any such change (or failure to make such a change) by the TPOC will not be the basis for a claim by the Contractor.

30. **Reports.**

The Contractor shall, in an accurate and timely manner, prepare all reports, forms, permits etc., as required in this contract. A partial list of these reports, forms, permits, etc., follows:

- Supplies Furnished and Used Contractor Portion of Any CDR
- Checklists Worksheet
- (ENG Form 5007R)
- Vehicle Operational Record Form (CEORH Form 2813 Test)
- Activity Hazard Analysis (AHA)
- Required OPSEC Training

The contractor will report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: [www.SAM.gov](http://www.SAM.gov).

31. **Applicable Publications.**

Performance of all services will assure complete safety to public visitors, Government employees, contractor employees, and all other persons in the area. The contractor will comply with any pertinent requirements contained in the Corps of Engineers Safety Manual (EM 385-1-1), [https://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM\\_385-1-1.pdf](https://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1.pdf) current at the time of award.

The Contractor will perform technical work in accordance with applicable publications. They include but are not limited to:

MANUFACTURER'S RECOMMENDATIONS:

- Operating Manuals
- Repair Manuals
- Maintenance Manuals

INDUSTRIAL STANDARDS AND CODES (Latest Editions):

- Kentucky Standard Specifications 2019
- 805.13 SLOPE PROTECTION AND CHANNEL LINING
- Underwriter's Laboratories, Inc.
- National Electrical Code
- National Warm Air & Air Conditioning Association

- National Association of Fan Manufacturers
- National Fire Protection Association
- American Society of Heating, Air Conditioning & Refrigeration Institute
- Sheet Metal Manufacturers
- Air Moving and Conditioning Association
- American Welding Society
- American National Standards Institute
- American Concrete Institute
- Portland Concrete Association
- Asphalt Institute
- American Institute of Steel Construction
- National Association of Architectural Metal
- Manufacturers Architectural Aluminum Manufacturers Association
- The Aluminum Association
- American Society for Testing and Materials
- Flat Glass Marketing Association
- American Association of Nurserymen, Inc.
- OSHA Safety Standards
- Uniform Plumbing Code
- International Plumbing Code
- American Society of Mechanical Engineers
- Boiler and Pressure Vessel Code (BPVC)

32. **Warranty:**

Not Used

33. **Wage Rates:**

Department of Labor wage rates apply to this work and are included. The contractor is required to provide payroll documents for all work performed under this contract.

34. **Definitions.**

As used throughout this description/specification, the following terms will have the meaning set forth below:

**Completion Date.** All work must be completed by the completion date.

**Contractor.** The term Contractor refers to the prime Contractor, subcontractors, and all Contractor employee and personnel. The prime contractor will be responsible for ensuring all subcontractors comply with the provisions of this contract.

**Contractor Quality Control Inspector (QCI).** Person designated by the Contractor to perform the Contractor's Quality Control program. A QCI will be responsible for implementing the Contractor Accident Prevention Plan, and will have the authority to determine for the Contractor if work is ready for government inspection and make decisions for the Contractor on re-performance.

**Contractor Representative (CR).** Individual(s) selected to represent the interests of the Contractor with regards to all matters and activities involving this contract, and will be the onsite Contractor employee who is responsible for safety.

**Contracting Officer (KO).** A person with the authority to enter into, administer, and/or terminate contracts for the Government, and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer.

**Technical Point of contact (TPOC).** Person designated as the authorized representative of the Contracting Officer.

EM 385-1-1. Corps of Engineers Safety and Health Requirements Manual, located on the web at [https://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM\\_385-1-1.pdf](https://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1.pdf) or latest version. Click on Organization, then Safety and Occupational Health, then Publications.

Inspector. Individual designated by the TPOC to perform Quality Assurance.

Policing. The picking up of trash, debris, ashes, garbage, and miscellaneous waste, and disposing of the same in accordance with contract specifications.

Quality Assurance. A method used by the Government to provide a measure of control over the quality of services provided by the Contractor.

Quality Control. A method used by the Contractor to control the quality of services he/she provides for the Government.

Project Manager. A uniformed individual designated responsibility for overseeing the general operation, and administration of the project. i.e. Project Manager, Maintenance Leader.

Trash. A variety of unsalvageable waste material such as metal, glass, rags, tin cans, rubbish, plastic bottles, paper, wrappings, containers, cartons, and similar material.

35. **Index of Exhibits:**

<b><u>Exhibits</u></b>	<b><u>Description</u></b>
Exhibit A	Site Map
Exhibit B	Miscellaneous Sample Forms
Exhibit C	Quality Control Plan Sample
Exhibit D	Accident Prevention Plan Outline
Exhibit E	Project Photos
Exhibit F	Drawings

Exhibit A  
Site Map





PROPERTY CONTROL RECEIPT (ER 700-1-1)								Sheet <span style="border: 1px solid black; padding: 0 5px;">  </span> of <span style="border: 1px solid black; padding: 0 5px;">  </span>
LOSING HAND RECEIPT HOLDER (HRH)			GAINING HAND RECEIPT HOLDER (HRH)			FIPS EXCESS/TRANSFER		
Name: <span style="border: 1px solid black; display: inline-block; width: 150px; height: 15px;"></span>			Name: <span style="border: 1px solid black; display: inline-block; width: 150px; height: 15px;"></span>			Date: <span style="border: 1px solid black; display: inline-block; width: 150px; height: 15px;"></span>		
Off Sym: <span style="border: 1px solid black; display: inline-block; width: 50px; height: 15px;"></span>		HRH Number: <span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span>	Off Sym: <span style="border: 1px solid black; display: inline-block; width: 50px; height: 15px;"></span>		HRH Number: <span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span>	Reviewed By: (Name) <span style="border: 1px solid black; display: inline-block; width: 150px; height: 15px;"></span>		
Room No: <span style="border: 1px solid black; display: inline-block; width: 50px; height: 15px;"></span>		Phone: <span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span>	Room No: <span style="border: 1px solid black; display: inline-block; width: 50px; height: 15px;"></span>		Phone: <span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span>	Signature: <span style="border: 1px solid black; display: inline-block; width: 150px; height: 15px;"></span>		
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REQUESTED ACTION					TRANSFER (To Another UIC)			
TRANSFER (Internal Only)		<span style="border: 1px solid black; display: inline-block; width: 50px; height: 15px;"></span>	RETURN DATE		Gaining Command: <span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span>		Gaining UIC: <span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span>	
PROPERTY PASS		<span style="border: 1px solid black; display: inline-block; width: 50px; height: 15px;"></span>	<span style="border: 1px solid black; display: inline-block; width: 50px; height: 15px;"></span>		Gaining PBO: <span style="border: 1px solid black; display: inline-block; width: 150px; height: 15px;"></span>			
REPAIR (Property Pass)		<span style="border: 1px solid black; display: inline-block; width: 50px; height: 15px;"></span>	<span style="border: 1px solid black; display: inline-block; width: 50px; height: 15px;"></span>		Ship to Address: <span style="border: 1px solid black; display: inline-block; width: 150px; height: 15px;"></span>			
EXCESS		<span style="border: 1px solid black; display: inline-block; width: 50px; height: 15px;"></span>	<span style="border: 1px solid black; display: inline-block; width: 50px; height: 15px;"></span>		Received By: <span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span>		Date: <span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span>	
ITEM NO.	BAR TAG NUMBER	NOMENCLATURE	COND. CODE	SERIAL NUMBER	ACQUR. DATE	ACQUISITION PRICE	DOCUMENT NUMBER	
PRINT/TYPE: NAME/OFFICE SYMBOL/VENDOR REMOVING OR RECEIVING PROPERTY:						SIGNATURE AND DATE:		
<span style="border: 1px solid black; display: inline-block; width: 150px; height: 15px;"></span>						<span style="border: 1px solid black; display: inline-block; width: 150px; height: 15px;"></span>		
LOSING PBO: <span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span>		Date: <span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span>		ENG 4900-R Received In Logistics For Processing: Date: <span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span>				
Action Posted By: <span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span>				Received By: <span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span>				

**ACTIVITY HAZARDS ANALYSIS**

Date Prepared: <input style="width: 100%;" type="text"/>	Job: <input style="width: 100%;" type="text"/>	Overall Risk Assessment Code (RAC) (Use highest code) <span style="border: 1px solid black; padding: 2px;"> </span>																																																												
Project: <input style="width: 100%;" type="text"/>																																																														
Prepared by: <input style="width: 100%;" type="text"/>																																																														
Reviewed by (USACE): <input style="width: 100%;" type="text"/>																																																														
Recommended Protective Clothing & Equipment: <input style="width: 100%;" type="text"/>																																																														
Gloves 05.A.08 Hard Hats 05.D.01 Safety Glasses 05.B.01	Safety Boots 05.E Fall Protection 05.H Reflective Vests 05.F	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th rowspan="5" style="writing-mode: vertical-rl; transform: rotate(180deg);">Severity</th> <th colspan="5">Probability</th> </tr> <tr> <th>E = Extremely High Risk</th> <th colspan="5"></th> </tr> <tr> <th>H = High Risk</th> <th colspan="5"></th> </tr> <tr> <th>M = Moderate Risk</th> <th colspan="5"></th> </tr> <tr> <th>L = Low Risk</th> <th colspan="5"></th> </tr> <tr> <th></th> <th>Frequent</th> <th>Likely</th> <th>Occasional</th> <th>Seldom</th> <th>Unlikely</th> </tr> <tr> <td>Catastrophic</td> <td style="color: red;">E</td> <td style="color: red;">E</td> <td style="color: red;">H</td> <td style="color: red;">H</td> <td style="color: red;">M</td> </tr> <tr> <td>Critical</td> <td style="color: red;">E</td> <td style="color: red;">H</td> <td style="color: red;">H</td> <td style="color: red;">M</td> <td style="color: green;">L</td> </tr> <tr> <td>Marginal</td> <td style="color: red;">H</td> <td style="color: red;">M</td> <td style="color: red;">M</td> <td style="color: green;">L</td> <td style="color: green;">L</td> </tr> <tr> <td>Negligible</td> <td style="color: red;">M</td> <td style="color: green;">L</td> <td style="color: green;">L</td> <td style="color: green;">L</td> <td style="color: green;">L</td> </tr> </table>	Severity	Probability					E = Extremely High Risk						H = High Risk						M = Moderate Risk						L = Low Risk							Frequent	Likely	Occasional	Seldom	Unlikely	Catastrophic	E	E	H	H	M	Critical	E	H	H	M	L	Marginal	H	M	M	L	L	Negligible	M	L	L	L	L
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Marginal	H	M	M	L	L																																																									
Negligible	M	L	L	L	L																																																									
Feature of Work: <input style="width: 100%;" type="text"/>																																																														

Add Identified Hazards					
	JOB STEPS	HAZARDS	ACTIONS TO ELIMINATE OR MINIMIZE HAZARDS	EM 385-1-1 (PARA REF)	RAC
X					
X					
X					
X					
X					

Add Identified Equipment		
	EQUIPMENT	TRAINING
X		
X		
X		



**ACTIVITY HAZARDS ANALYSIS**

COMPETENT/QUALIFIED PERSON(S) - SIGNATURE		TITLE	DATE
Add Competent/Qualified Person(s)			
COMPETENT/QUALIFIED PERSON(S) - SIGNATURE		TITLE	DATE
X			
X			
X			
Add Personnel Involved			
Personnel Involved - SIGNATURE		TITLE	DATE
X			
X			
X			

**Exhibit C**  
Quality Control Plan Sample

Prior to beginning work, each employee will be trained to perform the task he or she has been hired to perform. This training will consist of a review and thorough explanation of the contract specifications and requirements, followed by 'on-the-job' training to ensure that the contract requirements are understood. All members of a crew will be cross-trained, so that they understand all aspects of a particular type of work. Following training, each employee will be provided with a checklist of work that they are required to perform, which will serve to ensure that all aspects of a particular job are completed on time. The employee will mark each item as it is completed (with completion time), and will sign and date each sheet to ensure accountability for completed work.

Prior to start of the contract, the Contractor will designate a Quality Control Inspector (QCI) in writing. The designated QCI will perform inspections of completed work as soon as possible to ensure that the work meets contract specifications. The inspection schedule will depend on the type of work being completed; items of a routine nature will be inspected based on a random or planned sampling schedule. 100% of unusual items, items which are more important, or highly visible items will be inspected. Allowable reject levels for all items of work will be zero.

Upon discovery of any deficiency, corrective action will be initiated immediately. The QCI will immediately either correct the deficiency personally, direct another employee to correct the deficiency, or direct the employee who marked the item as 'complete' to correct the deficiency. The QCI will meet with the employee who was responsible for initial completion of the work and review contract specifications for the work which was inadequately performed. The QCI will determine what actions caused the inadequate work and take immediate steps to ensure that the work is correctly performed the next time it is scheduled.

A Quality Control Inspection Report will be completed by the QCI for each day's work. This report will document what work was completed, what facilities were inspected, the time the inspections were performed, and the results of these inspections. This report will also document any deficiencies noted during inspections and corrective actions taken on deficiencies. This report will be provided to the Corps of Engineers the same day the work is scheduled, or the next morning prior to 9:00 a.m. by e-mail, fax, or in person.

If a Contract Discrepancy Report (CDR) is issued by the government, the Contractor will review the CDR with the QCI within one day of receipt of the CDR, and will meet with the Corps of Engineers representative as soon as possible. Prior to meeting with the Corps representative, the Contractor will meet with the QCI and the individual/crew responsible for completing the work to determine the cause of the contract discrepancy and what actions will be required to prevent any reoccurrence. The Contractor will document these actions on the CDR for submittal to the government.

The contractor will modify these procedures as required to ensure that contract specifications are met.

**Exhibit D**  
Accident Prevention Plan Outline

Per EM 385-1-1

**APPENDIX A**  
**MINIMUM BASIC OUTLINE FOR ACCIDENT PREVENTION**  
**PLANS**

An Accident Prevention Plan (APP) is a safety and health policy and program document. The following areas are typically addressed in an APP, but an APP shall be job-specific and shall also address any unusual or unique aspects of the project or activity for which it is written.

The APP shall interface with the employer's overall safety and health program, and a copy shall be available on the work site. Any portions of the overall safety and health program that are referenced in the APP shall be included as appropriate. ANSI/ASSE A10.38 should be referenced for Programmatic Issues.

> For LIMITED-SCOPE SERVICE, SUPPLY AND R&D CONTRACTS, for example, mowing (only), park attendant, rest room cleaning, the Contracting Officer and SOHO may allow an ABBREVIATED APP (customized APP requirements and waive the more stringent elements of this section). > See 01.A.11, and Appendix A, paragraph 11.

1. SIGNATURE SHEET. Title, signature, and phone number of the following:
  - a. Plan preparer (Qualified Person, Competent Person, such as corporate safety staff person, QC);
  - b. Plan must be approved, by company/corporate officers authorized to obligate the company;
  - c. Plan concurrence (e.g., Chief of Operations, Corporate Chief of Safety, Corporate Industrial Hygienist, Lock Master or superintendent, project safety professional, project QC). Provide concurrence of other applicable corporate and project personnel (Contractor).

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2. BACKGROUND INFORMATION. List the following:
  - a. Contractor;
  - b. Contract number;
  - c. Project name;
  - d. Brief project description, description of work to be performed, and location; phases of work anticipated (these will require an AHA).

3. STATEMENT OF SAFETY AND HEALTH POLICY.

Provide a copy of current corporate/company Safety and Health Policy Statement, detailing commitment to providing a safe and healthful workplace for all employees. The Contractor's written safety program goals, objectives, and accident experience goals for this contract should be provided.

4. RESPONSIBILITIES AND LINES OF AUTHORITIES. Provide the following:
  - a. A statement of the employer's ultimate responsibility for the implementation of his SOH program;
  - b. Identification and accountability of personnel responsible for safety at both corporate and project level. Contracts specifically requiring safety or industrial hygiene personnel shall include a copy of their resumes. Qualifications shall include the OSHA 30-hour course or equivalent course areas as listed here:

(1) OSH Act/General Duty Clause;

(2) 29 CFR 1904, Recordkeeping;

(3) Subpart C: General Safety and Health Provisions, Competent Person;

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(4) Subpart D: Occupational Health and Environmental Controls, Citations and Safety Programs;

(5) Subpart E: PPE, types and requirements for use;

(6) Subpart F: understanding fire protection in the workplace;

(7) Subpart K: Electrical;

(8) Subpart M: Fall Protection;

(9) Rigging, welding and cutting, scaffolding, excavations, concrete and masonry, demolition; health hazards in construction, materials handling, storage and disposal, hand and power tools, motor vehicles, mechanized equipment, marine operations, steel erection, stairways and ladders, confined spaces or any others that are applicable to the work being performed.

- c. The names of Competent and/or Qualified Person(s) and proof of competency/qualification to meet specific OSHA Competent/Qualified Person(s) requirements must be attached. The District SOHO will review the qualifications for acceptance;
- d. Requirements that no work shall be performed unless a designated competent person is present on the job site;
- e. Requirements for pre-task safety and health analysis;
- f. Lines of authority;
- g. Policies and procedures regarding noncompliance with safety requirements (to include disciplinary actions for violation of safety requirements) should be identified;
- h. Provide written company procedures for holding managers and supervisors accountable for safety. A-3 EM 385-1-1 15 Sep 08

5. SUBCONTRACTORS AND SUPPLIERS. If applicable, provide procedures for coordination SOH activities with other employers on the job site:

- a. Identification of subcontractors and suppliers (if known);
- b. Safety responsibilities of subcontractors and suppliers.

6. TRAINING.

- a. Requirements for new hire SOH orientation training at the time of initial hire of each new employee.
- b. Requirements for mandatory training and certifications that are applicable to this project (e.g., explosive actuated tools, confined space entry, crane operator, diver, vehicle operator, HAZWOPER training and certification, PPE) and any requirements for periodic retraining/recertification.
- c. Procedures for periodic safety and health training for supervisors and employees.
- d. Requirements for emergency response training. > See paragraph 9.b. below for a list of requirements that may require emergency response training.

7. SAFETY AND HEALTH INSPECTIONS.

- a. Specific assignment of responsibilities for a minimum daily job site safety and health inspection during periods of work activity: Who will conduct (e.g., SSOH, PM, safety professional, QC, supervisors, employees – depends on level of technical proficiency needed to perform said inspections), proof of inspector's training/qualifications, when inspections will be conducted, procedures for documentation, deficiency tracking system, and follow-up procedures;

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- b. Any external inspections/certifications that may be required (e.g., USCG).

8. ACCIDENT REPORTING. The Contractor shall identify person(s) responsible to provide the following:

- a. Exposure data (man-hours worked);
- b. Accident investigations, reports, and logs: Report all accidents as soon as possible but not more than 24 hours afterwards to the Contracting Officer/Representative (CO/COR). The contractor shall thoroughly investigate the accident and submit the findings of the investigation along with appropriate corrective actions to the CO/COR in the prescribed format as soon as possible but no later than five (5) working days following the accident. Implement corrective actions as soon as reasonably possible;
- c. The following require immediate accident notification:
  - (1) A fatal injury;
  - (2) A permanent total disability;
  - (3) A permanent partial disability;
  - (4) The hospitalization of three or more people resulting from a single occurrence;
  - (5) Property damage of \$200,000 or more.

9. PLANS (PROGRAMS, PROCEDURES) REQUIRED BY THE SAFETY MANUAL. Based on a risk assessment of contracted activities and on mandatory OSHA compliance programs, the Contractor shall

address all applicable occupational risks and compliance plans. Using the EM 385-1-1 as a guide, plans may include but not be limited to:

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- a. Layout plans (04.A.01);
- b. Emergency response plans:
  - (1) Procedures and tests (01.E.01);
  - (2) Spill plans (01.E.01, 06.A.02);
  - (3) Firefighting plan (01.E.01, Section 19);
  - (4) Posting of emergency telephone numbers (01.E.05);
  - (5) Man overboard/abandon ship (Section 19.A.04);
  - (6) Medical Support. Outline on-site medical support and off-site medical arrangements including rescue and medical duties for those employees who are to perform them, and the name(s) of on-site Contractor personnel trained in first aid and CPR. A minimum of two employees shall be certified in CPR and first-aid per shift/site (Section 03.A.02; 03.D);
- c. Plan for prevention of alcohol and drug abuse (01.C.02);
- d. Site sanitation plan (Section 02);
- e. Access and haul road plan (4.B);
- f. Respiratory protection plan (05.G);
- g. Health hazard control program (06.A);
- h. Hazard communication program (06.B.01);
- i. Process Safety Management Plan (06.B.04);
- j. Lead abatement plan (06.B.05 & specifications);
- k. Asbestos abatement plan (06.B.05 & specifications);

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- l. Radiation Safety Program (06.E.03.a);
- m. Abrasive blasting (06.H.01);
- n. Heat/Cold Stress Monitoring Plan (06.I.02)
- o. Crystalline Silica Monitoring Plan (Assessment) (06.M);
- p. Night operations lighting plan (07.A.08);
- q. Fire Prevention Plan (09.A);
- r. Wild Land Fire Management Plan (09.K);
- s. Hazardous energy control plan (12.A.01);
- t. Critical lift Plan (16.H);
- u. Contingency plan for severe weather (19.A.03);
- v. Float Plan (19.F.04);
- w. Site-Specific Fall Protection & Prevention Plan (21.C);
- x. Demolition plan (to include engineering survey) (23.A.01);
- y. Excavation/trenching plan (25.A.01);
- z. Emergency rescue (tunneling) (26.A.);
- aa. Underground construction fire prevention and protection plan (26.D.01);
- bb. Compressed air plan (26.I.01);
- cc. Formwork and shoring erection and removal plans (27.C);
- dd. Precast Concrete Plan (27.D);

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- ee. Lift slab plans (27.E);
- ff. Steel erection plan (27.F.01);
- gg. Site Safety and Health Plan for HTRW work (28.B);
- hh. Blasting Safety Plan (29.A.01);
- ii. Diving plan (30.A.13);
- jj. Confined space Program (34.A).

10. RISK MANAGEMENT PROCESSES. Detailed project-specific hazards and controls shall be provided by an Activity Hazard Analysis (01.A.13) 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.

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- 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, weed eating, 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, weed eating 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.

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- 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.

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Exhibit E  
Project Photos

(Separate Files)

Exhibit F  
Drawings

(Separate Files)



## Section 00 21 00 - Instructions

## CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-22	Alternative Line Item Proposal	JAN 2017
52.211-1	Availability of Specifications Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29	AUG 1998

## CLAUSES INCORPORATED BY FULL TEXT

## 52.222-5 CONSTRUCTION WAGE RATE REQUIREMENTS--SECONDARY SITE OF THE WORK (MAY 2014)

(a)(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Construction Wage Rate Requirements, of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b)(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

(End of provision)

## 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) – ALTERNATE I (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) An organized site visit has been scheduled for--  
Tuesday 22 November 2022 at 1000 EST

(c) Participants will meet at--  
John T. Myers Locks and Dam  
16501 Raben Road  
Mt. Vernon Indiana 47620

(End of provision)

## 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):

[www.acquisition.gov](http://www.acquisition.gov)  
[www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html](http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html)

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.
- (b) The use in this solicitation of any Defense Federal Acquisition Regulations Supplement (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

## Section 00 45 00 - Representations and Certifications

REPS AND CERTS

## REPRESENTATIONS AND CERTIFICATIONS

COMPANY NAME AND ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

BUSINESS SIZE (select one or more as applicable):

Large Business \_\_\_\_ Small Business \_\_\_\_ HUBZone \_\_\_\_ 8(a) \_\_\_\_ Women-Owned Small Business \_\_\_\_

Economically Disadvantaged Women-Owned Small Business \_\_\_\_ Service-Disabled Veteran-Owned \_\_\_\_

CURRENTLY REGISTERED WITH SYSTEM FOR AWARD MANAGEMENT (SAM): YES \_\_\_\_ NO \_\_\_\_  
(Note: See FAR 52.204-7)

TAX IDENTIFICATION NUMBER (TIN): \_\_\_\_\_

UNIQUE ENTITY IDENTIFIER: \_\_\_\_\_  
(Note: See FAR 52.204-7. The Unique Entity Identifier is a 12 character alphanumeric code.)

CAGE CODE: \_\_\_\_\_  
(Note: See FAR 52.204-7)

## CLAUSES INCORPORATED BY REFERENCE

52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
252.203-7005	Representation Relating to Compensation of Former DoD Officials	SEP 2022
252.225-7055	Representation Regarding Business Operations with the Maduro Regime	MAY 2022
252.225-7973 (Dev)	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems - Representation (DEVIATION 2020-O0015)	MAY 2020

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2022)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 237990.

(2) The small business size standard is \$39,500,000.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition--

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

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

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

(        ) Paragraph (d) applies.

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

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

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

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

- (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
- (C) The solicitation is for utility services for which rates are set by law or regulation.
- (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
- (iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements--Representation. This provision applies to all solicitations.
- (iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
- (v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
- (A) Are not set aside for small business concerns;
- (B) Exceed the simplified acquisition threshold; and
- (C) Are for contracts that will be performed in the United States or its outlying areas.
- (vi) 52.204-26, Covered Telecommunications Equipment or Services--Representation. This provision applies to all solicitations.
- (vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation.
- (viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (x) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

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

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

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

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

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

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals--Representation. This provision applies to solicitations that include the clause at 52.204-7.)

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

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

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

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

(C) If the acquisition value is \$50,000 or more but is less than \$92,319, the provision with its Alternate II applies.

(D) If the acquisition value is \$92,319 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

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

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

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

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

X (ii) 52.204-20, Predecessor of Offeror.

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

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

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

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

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

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

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

(End of provision)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2021)

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

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

(2) If the provision at FAR 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (e) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (e) applies.

☐ (ii) Paragraph (e) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

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

(i) 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation. Applies to all solicitations.

(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 Certain Foreign Commercial Satellite Services--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:

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

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

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

☐ Use with Alternate I.

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

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



\_\_\_ Use with Alternate I.

\_\_\_ Use with Alternate II.

\_\_\_ Use with Alternate III.

\_\_\_ Use with Alternate IV.

\_\_\_ Use with Alternate V.

\_\_\_ (vi) 252.226-7002, Representation for Demonstration Project for Contractors Employing Persons with Disabilities.

\_\_\_ (vii) 252.232-7015, Performance-Based Payments--Representation.

(e) The Offeror has completed the annual representations and certifications electronically via the SAM website 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 provision No.	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)

#### 252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (OCT 2016)

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

Controlled technical information, covered contractor information system, covered defense information, cyber incident, information system, and technical information are defined in clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting.

(b) The security requirements required by contract clause 252.204-7012 shall be implemented for all covered defense information on all covered contractor information systems that support the performance of this contract.

(c) For covered contractor information systems that are not part of an information technology service or system operated on behalf of the Government (see 252.204-7012(b)(2))--

(1) By submission of this offer, the Offeror represents that it will implement the security requirements specified by National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (see <http://dx.doi.org/10.6028/NIST.SP.800-171>) that are in effect at the time the solicitation is issued or as authorized by the contracting officer not later than December 31, 2017.

(2)(i) If the Offeror proposes to vary from any of the security requirements specified by NIST SP 800-171 that are in effect at the time the solicitation is issued or as authorized by the Contracting Officer, the Offeror shall submit to the Contracting Officer, for consideration by the DoD Chief Information Officer (CIO), a written explanation of—

(A) Why a particular security requirement is not applicable; or

(B) How an alternative but equally effective, security measure is used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection.

(ii) An authorized representative of the DoD CIO will adjudicate offeror requests to vary from NIST SP 800-171 requirements in writing prior to contract award. Any accepted variance from NIST SP 800-171 shall be incorporated into the resulting contract.

(End of provision)

#### 252.204-7016 COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES -- REPRESENTATION (DEC 2019)

(a) Definitions. As used in this provision, covered defense telecommunications equipment or services has the meaning provided in the clause 252.204-7018, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.

(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered defense telecommunications equipment or services”.

(c) Representation. The Offeror represents that it [ ] does, [ ] does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)

#### 252.204-7017 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (MAY 2021)

The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation, that it “does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.”

(a) Definitions. Covered defense telecommunications equipment or services, covered mission, critical technology, and substantial or essential component, as used in this provision, have the meanings given in the 252.204-7018 clause, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services, of this solicitation.

(b) Prohibition. Section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits agencies from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at <https://www.sam.gov> for entities that are excluded when providing any equipment, system, or service to carry out

covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) Representation. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services-- Representation, that it “does” provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument, then the Offeror shall complete the following additional representation:

The Offeror represents that it ☐ will ☐ will not provide covered defense telecommunications equipment or services as a part of its offered products or services to DoD in the performance of any award resulting from this solicitation.

(e) Disclosures. If the Offeror has represented in paragraph (d) of this provision that it “will provide covered defense telecommunications equipment or services,” the Offeror shall provide the following information as part of the offer:

(1) A description of all covered defense telecommunications equipment and services offered (include brand or manufacturer; product, such as model number, original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).

(2) An explanation of the proposed use of covered defense telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition referenced in paragraph (b) of this provision.

(3) For services, the entity providing the covered defense telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known).

(4) For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

## Section 00 70 00 - Conditions of the Contract

## CLAUSES INCORPORATED BY REFERENCE

52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2020
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.213-4	Terms and Conditions--Simplified Acquisitions (Other Than Commercial Products and Commercial Services)	JAN 2022
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2020
52.222-4	Contract Work Hours and Safety Standards - Overtime Compensation	MAY 2018
52.222-6	Construction Wage Rate Requirements	AUG 2018
52.222-7	Withholding of Funds	MAY 2014
52.222-8	Payrolls and Basic Records	JUL 2021
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
52.222-27	Affirmative Action Compliance Requirements for Construction	APR 2015
52.222-54	Employment Eligibility Verification	MAY 2022
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	SEP 2013
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.227-1	Authorization and Consent	JUN 2020
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	JUN 2020
52.227-4	Patent Indemnity-Construction Contracts	DEC 2007
52.228-2	Additional Bond Security	OCT 1997
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-11 (Dev)	Individual Surety--Pledge of Assets (DEVIATION 2020-O0016)	FEB 2021
52.228-12	Prospective Subcontractor Requests for Bonds	MAY 2014
52.228-14	Irrevocable Letter of Credit	NOV 2014
52.228-15 (Dev)	Performance and Payment Bonds-Construction. (Deviation 2020-O0016)	JUN 2020
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 2014
52.232-23	Assignment Of Claims	MAY 2014
52.232-27	Prompt Payment for Construction Contracts	JAN 2017
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
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-26	Preconstruction Conference	FEB 1995
52.242-14	Suspension of Work	APR 1984
52.243-5	Changes and Changed Conditions	APR 1984
52.245-1	Government Property	SEP 2021
52.245-9	Use And Charges	APR 2012
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.249-1	Termination For Convenience Of The Government (Fixed Price) (Short Form)	APR 1984
52.249-10	Default (Fixed-Price Construction)	APR 1984
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	Antiterrorism Awareness Training for Contractors.	FEB 2019
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	MAY 2019
252.211-7007	Reporting of Government-Furnished Property	MAR 2022
252.211-7007	Reporting of Government-Furnished Property	MAR 2022
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7048	Export-Controlled Items	JUN 2013
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime	MAY 2022
252.225-7972 (Dev)	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems (DEVIATION 2020-O0015)	MAY 2020
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.232-7017	Accelerating Payments to Small Business Subcontractors-- Prohibition on Fees and Consideration	APR 2020
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7002	Obstruction of Navigable Waterways	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.244-7000	Subcontracts for Commercial Items	JAN 2021
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	JAN 2021
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	DEC 2017
252.247-7023	Transportation of Supplies by Sea	FEB 2019

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021)

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

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

## (b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

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

The Contractor shall be required to (a) commence work under this contract within 14 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 180 calendar days after receiving the notice to proceed. The time stated for completion shall include final cleanup of the premises.

(End of clause)

#### 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (SEP 2021)

(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--

(1) 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 (d) 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.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, upon 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) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, when the Contracting Officer explicitly requires it for an order issued under a multiple-award contract.

(d) 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(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at <https://www.sba.gov/document/support--table-size-standards>.

(e) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees if the acquisition--

(1) Was set aside for small business and has a value above the simplified acquisition threshold;

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

(3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(f) Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraph (b) and (c) 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, or with its offer for an order (see paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.



(g) 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 (f) or (h) of this clause.

(h) 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:

(1) The Contractor represents that it [ ] is, [ ] is not a small business concern under NAICS Code 237990 assigned to contract number W912QR23Q0005.

(2) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [ ] is, [ ] is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the Contractor represented itself as a women-owned small business concern in paragraph (h)(3) of this clause.] The Contractor represents that--

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

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(4)(i) of this clause is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture.

[The Contractor shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: .] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the Contractor represented itself as a women-owned small business concern eligible under the WOSB Program in (h)(4) of this clause.] The Contractor represents that--

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

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

(6) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [ ] is, [ ] is not a veteran-owned small business concern.

(7) [Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.] The Contractor represents that it [ ] is, [ ] is not a

service-disabled veteran-owned small business concern.

(8) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that--

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

(ii) It [ ] is, [ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The Contractor shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: .] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

[Contractor to sign and date and insert authorized signer's name and title.]

(End of clause)

#### 52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
4.8%	6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

1) Name, address, and telephone number of the subcontractor;

(2) Employer's identification number of the subcontractor;

(3) Estimated dollar amount of the subcontract;

(4) Estimated starting and completion dates of the subcontract; and

(5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Indiana, Posey County, City of Mount Vernon.

(End of provision)

#### 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)

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

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at Federal Acquisition Regulation (FAR) 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

#### 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

## 52.225-9 BUY AMERICAN—CONSTRUCTION MATERIALS (NOV 2021)

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

Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply (including construction material) that is--

(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (FAR) 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4) such as agricultural products and petroleum products.

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Domestic construction material means--

(1) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both--

(i) An unmanufactured construction material mined or produced in the United States; or

(ii) A construction material manufactured in the United States, if--

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 55 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or

(B) The construction material is a COTS item; or

(2) For construction material that consists wholly or predominantly of iron or steel or a combination of both, a

construction material manufactured in the United States if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all components used in such construction material. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the construction material and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the construction material contains multiple components, the cost of all the materials used in such construction material is calculated in accordance with the definition of "cost of components".

Fastener means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws.

Foreign construction material means a construction material other than a domestic construction material.

Foreign iron and steel means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.

Steel means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference.

(1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction materials, excluding COTS fasteners. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows:

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

## Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \*\
Item 1:			
Foreign construction material....	_____	_____	_____
Domestic construction material...	_____	_____	_____
Item 2:			
Foreign construction material....	_____	_____	_____
Domestic construction material...	_____	_____	_____

[\* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued)].

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

(End of clause)

## 52.225-10 NOTICE OF BUY AMERICAN REQUIREMENT--CONSTRUCTION MATERIALS (MAY 2014)

(a) Definitions. “Commercially available off-the-shelf (COTS) item,” “construction material,” “domestic construction material,” and “foreign construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Buy American --Construction Materials” (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the

equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested--

- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
- (ii) May be accepted if revised during negotiations.

(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):

[www.acquisition.gov](http://www.acquisition.gov)  
<http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

(End of clause)

#### 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

#### 252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2021)

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

Covered defense telecommunications equipment or services means--

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, or any subsidiary or affiliate of such entities;
- (2) Telecommunications services provided by such entities or using such equipment; or
- (3) Telecommunications equipment or services produced or provided by an entity that the Secretary of Defense reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Covered foreign country means--

- (1) The People's Republic of China; or
- (2) The Russian Federation.

Covered missions means--



- (1) The nuclear deterrence mission of DoD, including with respect to nuclear command, control, and communications, integrated tactical warning and attack assessment, and continuity of Government; or
- (2) The homeland defense mission of DoD, including with respect to ballistic missile defense.

Critical technology means--

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled--
  - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
  - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. In accordance with section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91), the contractor shall not provide to the Government any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless the covered defense telecommunication equipment or services are covered by a waiver described in Defense Federal Acquisition Regulation Supplement 204.2104.

(c) Procedures. The Contractor shall review the list of excluded parties in the System for Award Management (SAM) at <https://www.sam.gov> for entities that are excluded when providing any equipment, system, or service, to carry out covered missions, that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) Reporting.

(1) In the event the Contractor identifies covered defense telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, the Contractor shall report at <https://dibnet.dod.mil> the information in paragraph (d)(2) of this clause.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within 3 business days from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 30 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered defense telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

#### 252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

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

(b) The Contractor shall--

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

- (1) Large-scale drawings shall govern small-scale drawings; and
- (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

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

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

Exhibit A Site Map  
 Exhibit B Miscellaneous Sample Forms  
 Exhibit C Quality Control Plan Sample  
 Exhibit D Accident Prevention Plan Outline  
 Exhibit E Project Photos  
 Exhibit F Drawings

(End of clause)

## Section 00 73 00 - Supplementary Conditions

WAGE DETERMINATIONS

"General Decision Number: IN20220003 10/28/2022

Superseded General Decision Number: IN20210003

State: Indiana

Construction Type: Building

Counties: Clay, Gibson, Greene, Owen, Parke, Posey, Putnam, Sullivan, Vanderburgh, Vermillion, Vigo and Warrick Counties in Indiana.

**BUILDING CONSTRUCTION PROJECTS** (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
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If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.
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The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

## Modification Number    Publication Date

0	01/07/2022
1	02/18/2022
2	02/25/2022
3	04/01/2022
4	04/15/2022
5	04/29/2022
6	05/13/2022
7	05/27/2022
8	06/10/2022
9	07/01/2022
10	07/29/2022
11	08/05/2022
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17	10/21/2022
18	10/28/2022

ASBE0018-003 06/01/2022

## CLAY, GREENE, OWEN, PARKE, PUTNAM, VERMILLION AND VIGO COUNTIES

Rates      Fringes

ASBESTOS WORKER/HEAT & FROST INSULATOR (includes application of all insulating materials protective coverings, coatings and finishes to all types of mechanical systems).....\$ 34.90      21.58

HAZARDOUS MATERIAL HANDLER (includes preparation, wettings stripping, removal, scrapping, vacuuming, bagging & disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems).....\$ 23.00      14.40

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ASBE0037-002 04/02/2021

## GIBSON, POSEY, SULLIVAN, VANDERBURGH AND WARRICK COUNTIES

Rates      Fringes

ASBESTOS WORKER/HEAT & FROST INSULATOR (includes application of all insulating materials protective coverings, coatings and finishes to all types of mechanical systems. Also the application of firestopping material openings and penetrations in walls, floors, ceilings, curtain walls and all lead abatement).....\$ 32.00      21.89

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BOIL0374-002 01/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 38.53	32.20

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BRIN0001-001 06/01/2021

## EVANSVILLE - POSEY, VANDERBURGH and WARRICK COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.50	18.96
Marble, Tile & Terrazzo Finisher.....	\$ 21.10	15.08
Marble, Tile & Terrazzo Workers.....	\$ 27.50	15.20

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BRIN0004-012 06/01/2021

BLOOMINGTON - OWEN COUNTY

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 30.53	15.95
TERRAZZO FINISHER.....	\$ 21.18	10.27
TERRAZZO WORKER/SETTER.....	\$ 29.57	10.96
Tile & Marble Finisher.....	\$ 21.02	9.37
Tile, Marble Setter.....	\$ 32.61	15.73

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BRIN0005-001 09/21/2021

TERRE HAUTE CLAY, GIBSON, REENE, PARKE, SULLIVAN, VERMILLION and VIGO COUNTIES

	Rates	Fringes
BRICKLAYER		
BRICKLAYER, STONE MASON and POINTER/CLEANER/CAULKER.....	\$ 30.13	11.65
CEMENT MASON (GREENE and SULLIVAN COUNTIES).....	\$ 27.78	11.02
CEMENT MASON (REMAINING COUNTIES).....	\$ 27.93	11.02
TERRAZZO FINISHER.....	\$ 21.10	15.08
TERRAZZO.....	\$ 27.50	15.20
TILE and MARBLE FINISHER....	\$ 19.83	6.32
TILE, MARBLE, MOSAIC.....	\$ 27.50	15.20

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CARP0088-001 10/01/2022

CLAY, OWEN, PARKE, PUTNAM, VERMILLION AND VIGO COUNTIES

	Rates	Fringes
Carpenters:		
Carpenters, Drywall Installers, Piledrivers.....	\$ 30.84	19.59
Millwright.....	\$ 33.06	24.32
Soft Floor Layers.....	\$ 28.85	18.63

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CARP0224-004 04/01/2021

POSEY, VANDERBURGH AND WARRICK COUNTIES

	Rates	Fringes
CARPENTER		
Carpenter.....	\$ 28.41	23.17
Piledriver.....	\$ 28.71	22.49

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CARP0224-005 04/01/2021

GREENE, GIBSON and SULLIVAN COUNTIES

	Rates	Fringes
CARPENTER		
Carpenter.....	\$ 28.40	23.13
Piledriver.....	\$ 28.71	22.45

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CARP1080-002 04/01/2022

Rates Fringes

## MILLWRIGHT

ZONE 1 - POSEY, VANDERBURGH and WARRICK COUNTIES.....\$ 31.61 25.65  
 ZONE 2 - GIBSON, GREENE AND SULLIVAN COUNTIES.....\$ 30.33 26.59

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 ELEC0016-004 04/01/2022

## GIBSON, POSEY, VANDERBURGH AND WARRICK COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 40.88	18.62

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 ELEC0481-001 05/31/2022

## PUTNAM COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 38.20	25.56

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 ELEC0538-002 01/01/2022

## VERMILLION COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 37.80	22.66

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 ELEC0725-003 10/01/2022

## CLAY, GREENE, OWEN, PARKE, SULLIVAN AND VIGO COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 40.00	21.96

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 ELEC0725-010 06/01/2021

## CLAY, GREENE, OWEN, PARKE, SULLIVAN AND VIGO COUNTIES

	Rates	Fringes
Communication Technician.....	\$ 29.56	15.96

Includes the installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound and vision production and reproduction apparatus, equipment and appliances used for domestic, commercial, education, entertainment and private telephone systems.

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 ELEV0003-007 01/01/2022

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 55.29	36.885+a+b

## FOOTNOTES:

a) Employer contributes as a vacation pay credit 8% basic hourly rate for more than 5 years of service and 6% basic hourly rate for less than 5 years of service.

b) Eight Paid Holidays: Thanksgiving Day; New Year's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day and Christmas Day.

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 ELEV0034-001 01/01/2022

	Rates	Fringes
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ELEVATOR MECHANIC.....\$ 52.98      36.885+a+b

a) PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Vetern's Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day.

b) Employer contributes 8% of regular hourly rate to vacation pay credit for employee with more than 5 years of service; 6% for less than 5 years' service.

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 ENGI0181-013 04/01/2022

GIBSON, POSEY, VANDERBURGH, and WARRICK COUNTIES

	Rates	Fringes
Power equipment operators:		
GROUP A.....	\$ 39.50	19.28
GROUP B.....	\$ 36.85	19.28

#### POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP A: A-Frame Winch Truck, Articulating dump, autograde (CMI), auto patrol, ballast regulator (RR), batcher plant (electrical control concrete), bending machine (pipe), bituminous plant (engineer), bituminous plant, bituminous mixer travel plant, bituminous paver, bituminous roller, boring machine, buck hoist, bull dozer, cable way, Chicago boom, chimney hoist, clamshell, concrete mixer (21 cu. ft. or over), concrete paver, concrete pump (crete), construction elevator (Allmac or similar) crane, craneman, crawler backhoe, crawler high-lift, crusher plant, derrick, derrick boat, dinkey, directional/boring machine, dope pots (pipeline), double drum tugger (electric or air), dragline, dredge operator, dredge engineer, drill operator, elevating grader, extendable boom forklift, formless paver, gantry crane, gator (or similar type tiller), gradeall, grader, grademan, greaser ( on grease facility servicing heavy equipment), G.P.S System (on equipment with the classifications), grout pump, head greaser, helicopter crew, Hetherington paver, hoist (motorized, gas or diesel), hydraulic crane, hydro blaster, Industrial type forklift (over 9,000 lbs), laser concrete screed, laser or remote contrlled equipment (within the classifications), locomotive crane, locomotive, mechanic, mobile mixer, motor crane, mucking machine, multiple tamping machine (RR) overhead crane, pile driver, pulls, push dozer, push boats, roller (sheep foot), rough terrain crane, R.T. backhoe, R.T. endloader, Ross carrier, scoop, shovel, side boom, skidstter loader (obcat or similar type), swing crane, tail boom, tar machine (pipeline), tower crane, trench machine, welder (heavey duty), truck mounted concrete pump, truck-mounted drill, vacuum truck, well point whirleys.

GROUP B: Air Compressor (1 or more, 600 cfm and over), air compressor with throttle valve, bituminous distrubtor, brakeman, bullfloat, cement gun, concrete mixer, concrete mixer, concrete saw, concrete spreader or puddlers, conveyor, deck hand oiler, deck engine, drill helper, earth roller, electric vibrator compactor (earth or rock), elevator (in-plant, automatic), finishing machine, fireman, form grader, generator, guard-rail driver, heater, oiler, Industrial type forklift (9,000 lbs and under), material pump, motor boats, paving joint machine, post hole digger, power broom, power traffic signals, rock roller, rock spreader, Roller (earth or rock), spike machine (RR), steam jenny, sub grader, tamping machine, truck crane oiler, truck mounted drill oiler, Tugger (one-drum, air or electric) vibrator, vibro-piling hammer-hydraulic hammer or auger, water pump, widener (apsco or similar type) welding machine, JLG lifts and scissor lifts or similar machine.

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 ENGI0841-001 04/01/2020

#### REMAINING COUNTIES

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 32.25	23.00
GROUP 2.....	\$ 25.10	23.00

GROUP 1: Power Cranes, Draglines, Derricks, Shovels, Gradalls, Mechanics, Tractor Highlift, Tournadozer, Concrete Mixers with Skip, Tournamixer, Two-Drum Machine, One-Drum Hoist with Tower or Boom, Cableways, Tower Machines, Motor Patrol, Boom Tractor, Boom or Winch Truck, Winch or Hydraulic Boom Truck, Truck Crane, Tournapull, Tractor Operating Scoops, Bulldozer, Push Tractor, Asphalt Planer, Finishing Machine on Asphalt, Large Rollers on Earth, Rollers on Asphalt Mix, Ross Carrier or Similar Machine, Gravel Processing Machine, Asphalt Plant Engineer, Paver Operator, Farm Tractor with Half Yard Bucket and/or Backhoe Attachments, Dredge Engineer, or Dredge Operator, Central Mix Plant Engineer, CMI or Similar Type Machine, Truck or Skid Mounted Concrete Pump, Tower Crane, Engine or Rock Crusher Plant, Concrete Plant Engineer, Ditching Machine with Dual Attachment, Tractor Mounted Loaders, Cherry Picker, Hydro Crane, Standard or Dinkey Locomotives, Scoopmobiles, Euclid Loader, Soil Cement Machine, Back Filler, Elevating Machine, Power Blade, Drilling Machines Including Well Testing, Caissons, Shaft or Any Similar Type Drilling Machines, Motor Driven Paint Machine, Pipe Cleaning Machine, Pipe Wrapping Machine, Pipe Bending Machine, Apsco Paver, Boring Machine, (Equipment Greased), Barber-Greene Loaders, Formless Paver, (Well Point System), Concrete Spreader, Hydra Ax, Span Saw and Similar Types, Marine Scoops, Brush Mulcher, Brush Burner, Mesh Placer, Tree Mover, Helicopter Crew (3), Piledriver - Skid or Crawler, Stump Remover, Root Rake, Tug Boat Operator, Refrigerating Machine, Freezing Operator, Chair Cart-Self Propelled, Hydra Seeder, Straw Blower Power Sub Grader, Bull Float, Finishing Machine, Self-Propelled Pavement Breaker (Backhoe Attached), Lull (or Similar Type Machine), Two Air Compressors, Compressors Hooked in Maifold, Overhead Crane, Chip Spreader, Mud Cat, Sull-Air Fork Lifts (Except When Used For Landscaping Work), Soil Stabilizer (Seaman Tiller, Bo Mag, Rago Gator and Similar Types or Equipment), Tube Float, Spray Machine, Curing Machine, Concrete or Asphalt Milling Machine, Snooper Truck Operator.

GROUP 2: Concrete Mixers Without Skips, Rock Crusher, Ditching Machine Under 6', Curbing Machine, One Drum Machines without Tower or Boom, Air Tugger, Self-Propelled Concrete Saw, Machine-Mounted Post Hole Digger, Two to Four Generators, Water Pumps, or Welding Machines within 400 ft., Air Compressor 600 cu. ft. and Under, Rollers on Aggregate and Seal Coat Surfaces, Fork Lifts (When Used For Landscaping Work, Concrete and Blacktop Curb Machine, Farm Tractor with less than Half Yard Bucket, One Water Pump, Iolers, Air Valves or Steam Valves, One Welding Machine, Truck Jack, Mud Jack, Gunnite Machine, House Elevators when used for Hoisting Material, Engine Tenders, Wagon Drill, Flex Plane, Conveyor, Siphons and Pulsometer, Switchman, Fireman on Paint Pots, Fireman on Asphalt Plants, Distributor Operators on Trucks, Tampers, Self-Propelled Power Broom, Striping Machine (Motor Driven), Form Tamper, Bulk Cement Plan Equipment Greaser, Deck Hands, Truck Crane Oiler Driver, Cement Blimps, Form Grader, Temporary Heat, Throttle Valve, Farm Tractor, Super Sucker (And Similar Type of Equipment).

FOOTNOTE: Employees operating booms from 149 ft. to 199 ft. including jib, shall receive an additional seventy five cents (.75) per hour above the rate. Employees operating booms over 199 ft. including jib, shall receive an additional one dollar and twenty five cents (\$1.25) per hour above the regular rate.

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IRON0022-003 06/01/2022

CLAY, DAVIESS, GREENE, KNOX, LAWRENCE, MARTIN, MONROE, MONTGOMERY, OWEN, PARKE, PUTNAM, SULLIVAN, VERMILLION AND VIGO COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 34.24	25.11

The following holidays shall be observed: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after Thanksgiving and Christmas Day. Any holiday which occurs on a Sunday shall be observed the following Monday, unless the legal observance of these holidays is changed by law.

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IRON0103-003 04/01/2022

GIBSON, POSEY, VANDERBURGH AND WARRICK COUNTIES

	Rates	Fringes
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IRONWORKER.....\$ 30.59      25.66

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LABO0204-002 06/01/2022

CLAY, GREENE, OWEN, PARKE, PUTNAM, SULLIVAN, VERMILLION, and VIGO COUNTIES

	Rates	Fringes
Laborers:		
Caisson and Tunnel Work in Compressed and Free Air		
GROUP 1.....	\$ 23.18	16.00
GROUP 2.....	\$ 23.93	16.00
GROUP 3.....	\$ 24.18	16.00
GROUP 4.....	\$ 24.18	16.00
LABORERS		
GROUP 1.....	\$ 23.18	16.00
GROUP 2.....	\$ 23.93	16.00
GROUP 3.....	\$ 25.03	17.00

#### LABORER CLASSIFICATIONS

GROUP1: Building and construction laborers; Scaffold builders (other than for masons or plasterers); Mechanic tenders; Flag & signal person; Window washers & cleaners; Waterboys & toolhousemen; Railroad workers; Masonry wall washers (interior & exterior); Curing compound; All portable water pumps with discharge up to 3 inches; Waterproofing; Handling of creosote lumber or like treated material (excluding railroad material); Asphalt rakers & lutemen; Kettlemen; Air tool operators and all pneumatic tool operators; Air & electric vibrators & chipping hammer operators; Earth compactors; Jackmen & sheet men working ditches deeper than 6 ft. in depth; Laborers working ditches 6 ft. in depth or deeper; Assembly of uncrete pump; Tile layers (sewer or field) & sewer pipe layer (metallic or non-metallic); Motor-driven wheelbarrows & concrete buggies; Hyster operators; Pumpcrete assemblers; Core drill operator; Cement, lime or silia clay handlers (bulk or bag); Handling of toxic materials damaging to clothing; Pneumatic spikers; Deck engine & winch operators; Water main & cable ducking (metallic/non-metallic); Screed man or screw operator on asphalt paver; Chain saw and demolition saw operators; Concrete conveyor assemblers; Asbestos removal; Hazardous waste removal.

GROUP 2: Plasterers' tenders; Mortar mixers; Welders (acetylene or electric); Cutting torch or burner; Cement nozzle laborers; Cement gun operators; Scaffold builders when working for plasterers and for masons; Water blast machine operators.

GROUP 3: Dynamite men; Mason Tenders; Drillers-air track or wagon drilling for explosives

#### LABORERS CLASSIFICATIONS For CAISSON And TUNNEL WORK In COMPRESSED And FREE AIR

GROUP 1: Cage Tenders, Dump Men, Flagman, Signalman, Top Laborers, Rod Men

GROUP 2: Concrete Repairmen, Lock Tenders (pressure side), Motor men, Muckers, Grout Machine, Track Layers, Air Hoist, Key Board, Agitator Car, Car Pushers, Concrete Laborers, Grout Laborers, Lock Tenders (free air side), Steel Setters, Tuggers, Tuggers, Switchmen.

GROUP 3: Mucking Machine, Laser Beam, Liner Plate & Ring Setter, Shield Drivers, Power Knife, Welders Burners, Pipe Jacking Machine, Skinners, Maintenance Technician, Miner, Bricklayer Tenders, Concrete Blowers, Drillers, Erectors, Form Men, Jackhammermen, Mining Machine.

GROUP 4: Dynamite Men, Drillers air track or wagon drilling for explosives.

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LABO0561-005 04/01/2022

## GIBSON, POSEY, VANDERBURGH and WARRICK COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 26.47	17.55
GROUP 2.....	\$ 26.77	17.55
GROUP 3.....	\$ 27.97	17.55
GROUP 4.....	\$ 28.22	17.55

## LABORER CLASSIFICATIONS

GROUP 1: Building & Construction Laborers; Scaffold Builders (other than for Masons or Plasterers); Ironworker Tender; Mechanic Tender; Civil Engineer Tender; Rodmen and Chainmen; Signalmen and Flagman, Window Washer & Cleaner; Waterboy and Toolhouseman; Roofer Tender; Railroad Worker; Masonry Wall Washer (Interior & Exterior); Cement Finisher Tender; Carpenter Tender; All Other Tenders not listed; Portable Water Pump with discharge up to 3"; Wiremesh; Fire Prevention; Fire Watch; Fire Stop Tender

GROUP 2: Waterproofing; Handling of creosote Lumber or like treated material (Excluding Railroad Material); Asphalt Raker & Lutean; Kettleman; handling and removal Hazardous materials damaging to clothing; Air Tool Operator; Vibrator; Chipping Hammer Operator and all pneumatic tool operator and earth compactor; Jack Man & Sheeting Man Working in Ditches 6 Feet in depth or deeper; Laborers working ditches six (6) feet in depth or deeper; Assembly of Unicrete Pump; Chain Saw Operator; Water line layers, five (5) feet outside the building foundation; Tile layers (Sewer or Field); Sewer Pipe Layer (Metallic and Non-metallic) five (5) feet outside the building; Motor Driven Wheelbarrow & Concrete Buggy; Hyster Operator; Grout pump operator; Pump crete Assembler; Conveyor Assembler; Core Drill Operator; Cement/Lime/Silica Clay Handler (Bulk or Bar); Pneumatic Spiker; Deck/Engine/Winch Operator; Water Main & Cable Decking (Metallic or Non-metallic); Remote Controlled Compactor

GROUP 3: Plasterer Tender; Mason Tender; Mortar Mixer; Welder (Acetylene or Electric); Cutting Torch or Burner; Cement Gun Operator; Scaffold Builder (When working for Plasterer or Mason)

GROUP 4: Dynamite Man

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PAIN0156-002 04/01/2022

## GIBSON, POSEY, VANDERBURGH AND WARRICK COUNTIES

	Rates	Fringes
Painters:		
BRUSH & ROLLER.....	\$ 28.70	18.19
DRYWALL FINISHERS.....	\$ 26.70	18.19
SPRAY, SANDBLAST, POWER TOOLS, WATERBLAST & STEAM CLEANING.....	\$ 29.45	18.19

## FOOTNOTE A:

All Structures over 40? \$0.75/ hour above base wage  
All Structures over 75? \$1.50/ hour above base wage  
All Structures over 100? \$2.50/ hour above base wage

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PAIN0197-002 06/01/2022

## CLAY, GREENE, OWEN, PARKE, PUTNAM, SULLIVAN, VERMILLION AND VIGO COUNTIES:

	Rates	Fringes
Painters:		
Brush & Roller.....	\$ 28.50	13.70

Drywall & Paper hangers (with tools).....	\$ 29.50	13.70
Sandblasting.....	\$ 30.50	13.70
Spray & Pot Man.....	\$ 29.00	13.70

FOOTNOTE A: \$1.00 premium for work on structures over 40 ft. above floor/ground level \$2.00 premium for work on structures over 100 ft above floor/ground level

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PAIN1165-007 07/01/2022

GIBSON, POSEY, VANDERBURGH, WARRICK COUNTIES

	Rates	Fringes
GLAZIER.....	\$ 30.87	18.43

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PAIN1165-012 01/01/2022

CLAY; GREENE; OWEN; PARKE; PUTNAM; SULLIVAN; VERMILLION and VIGO COUNTIES

	Rates	Fringes
GLAZIER.....	\$ 30.88	18.70

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PLAS0075-001 06/01/2017

CLAY, OWEN, PARKE, PUTNAM, VERMILLION AND VIGO COUNTIES:

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 25.75	13.50

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PLAS0075-002 06/01/2017

GREENE and SULLIVAN COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 28.50	13.50

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PLAS0566-001 04/01/2018

GIBSON, POSEY, VANDERBURGH AND WARRICK COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 26.30	16.91

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PLAS0692-001 06/01/2016

AREA #46 - CLAY, GIBSON, GREENE, OWEN, PARKE, POSEY, PUTNAM, SULLIVAN, VANDERBURGH, VERMILLION, VIGO and WARRICK COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 25.04	13.23

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PLUM0136-002 04/01/2022

REMAINING COUNTIES

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 40.07	19.11

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PLUM0157-001 07/01/2022

CLAY, GREENE, PARKE, PUTNAM (Part), SULLIVAN, VERMILLION and VIGO COUNTIES

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 40.00	19.87

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PLUM0440-001 06/04/2022

PUTNAM COUNTY (EAST OF ROAD 43 EXCEPT TERRITORY ON A EAST MILE RADIUS FROM THE COURT HOUSE)

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 41.60	18.99

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ROOF0106-001 04/01/2021

REMAINING COUNTIES:

	Rates	Fringes
Roofers:		
COMPOSITION.....	\$ 31.00	18.43
SLATE & TILE.....	\$ 30.80	16.52

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ROOF0119-001 09/01/2022

PUTNAM COUNTY

	Rates	Fringes
Roofers:.....	\$ 28.80	12.79

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ROOF0150-002 07/01/2022

CLAY, GREENE, OWEN, PARKE, SULLIVAN, VERMILLION AND VIGO COUNTIES

	Rates	Fringes
ROOFER.....	\$ 28.75	17.55

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SFIN0669-002 04/01/2022

	Rates	Fringes
SPRINKLER FITTER.....	\$ 41.40	23.75

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\* SHEE0020-018 07/01/2022

CLAY, GREENE, OWEN, PARKE, PUTNAM, SULLIVAN, VERMILLION, and VIGO COUNTIES

	Rates	Fringes
Sheet metal worker.....	\$ 38.08	22.79
HVAC Duct Work		

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\* SHEE0020-019 07/01/2022

GIBSON, POSEY, VANDERBURGH, and WARRICK COUNTIES

	Rates	Fringes
Sheet metal worker.....	\$ 33.58	26.25
HVAC Duct Work		

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TEAM0135-006 04/01/2021

CLAY, GREENE OWEN, PARKE, PUTNAM, SULLIVAN, VERMILLION, and VIGO COUNTIES

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 30.40	.37+A
GROUP 2.....	\$ 30.90	.37+A
GROUP 3.....	\$ 31.10	.37+A
GROUP 4.....	\$ 31.25	.37+A
GROUP 5.....	\$ 31.75	.37+A

A: \$36.40 PER DAY & 450.00 PER WEEK.

#### TRUCK DRIVER CLASSIFICATIONS:

GROUP 1: Single Axle Trucks seven (7) cu.yds. or less than ten and One-half (10 1/2) tons, dumpsters, scoop-mobiles five (5) cu. yds. and under or less than seven and one-half (7 1/2) tons, mixer trucks three (3) cu.yds. and under, air compressors and welding machines, including those pulled by separate units, batch trucks-wet or dry-2'''34-E batches or less, truck driver helpers, warehousemen, mechanic's helpers, greasers and tiremen, all pick-up trucks and other vehicles. Drivers on dumpsters or similar dumpsters, mounted on four (4) wheel truck rated two (2) cu.yds. or less, and small pallet type fork-lift operator and drivers on pallet jacks or similar type equipment.

GROUP 2: Drivers on tandem axle eighteen (18) cu.yds.or twenty- four (24) tons gross, six (6) wheel trucks, Koehring or similar dumpsters, tract trucks, Euclids, hug bottom dumps, tournapulls, tournatrailers, tournarockers, or similar equipment when used for transportation purposes under nine (9) cu.yds. or less than thirteen and one-half (13 1/2) tons, tandems and semi-trailer service trucks, mixer trucks over three (3) cu. yds. and including six and one-half (6 1/2) cu.yds., fork lift, four (4) wheel A frame trucks when used for transportation purposes, four (4) wheel winch trucks, pavement breakers, batch trucks - wet or dry - over 2 up to and including 4-'''34-E''' batches two (2) men oil distributors, fork-lift under four (4) ton and vacuum trucks.

GROUP 3: Koehring or similar dumpsters, tract trucks, semi- trailer water trucks, Euclids, hug bottom dumps, tournapulls, tournatrailers, tournarockers, tractor trailers, tandems Q frame winch trucks, hydrolift trucks or similar equipment when used for transportation purposes, mixer trucks over six and one-half (6 1/2) cu.yds. batch trucks wet or dry over 4-'''34-E''' batches single axle low boy trailers, and Contractor's mechanics when working on equipment operated by employees within this Bargaining Unit. Six (6) wheel pole trailers and one (1) man oil distributors, fork- lift over four (4) ton and mobile mixers.

GROUP 4: Drivers on heavy equipment over sixteen (16) cu.yds. or twenty-four ton, such as Koehring or similar dumpsters, tract trucks, Euclids, hug bottom dumps, tournapulls, tournarockers or similar equipment wen used for transportation purposes, pole trailers over six (6) wheels, water pulls, low-boy trailers tandem axles, quad axle or more no-weight limitation, diseal and/or heavy equipment mechanics when working on equipment operated by employees with this Bargaining Unit.

GROUP 5: Mechanic furnishing his own tools.

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TEAM0215-005 04/01/2020

GIBSON, POSEY, VANDERBURGH AND WARRICK COUNTIES:

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 23.43	19.15
GROUP 2.....	\$ 23.89	19.15

GROUP 3.....\$ 24.11      19.15

GROUP 1 - Pickup Trucks, Winch Trucks, Warehouseman, Mechanic, Street sweepers, Single axle trucks

GROUP 2 - Tandem Trucks or Dump Trucks; Farm Tractor Pulling trailer; Bituminous Distributors, Pavement Breakers

GROUP 3 - Mixer Trucks, all types; Lowboys, all types; Semi-trucks, all types; All Tri-axle Dump Trucks; Articulated End Dumps; End Dumps; Heavy Equipment Type Water Wagons; Hazardous Waste Warehouseman; Hazardous Waste Driver; and Drivers on equipment when not self-loaded or pusher loaded, such as Koehring or similar dumpsters, track trucks, Euclid bottom dump and hug bottom dump, Tournatrailers, Tournarockers or similar equipment.

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

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 anew 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 National Office because National Office has 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"