

|  |                               |  |  |                                      |               |
|--|-------------------------------|--|--|--------------------------------------|---------------|
| <b>REQUEST FOR QUOTATIONS</b><br><b>(THIS IS NOT AN ORDER)</b>   |                               | THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE |  | PAGE 1 OF 34 PAGES                   |               |
| 1. REQUEST NO.<br>W911WN19Q6685  | 2. DATE ISSUED<br>27-Jun-2019 | 3. REQUISITION/PURCHASE<br>REQUEST NO.<br>W81ET490246685   | 4. CERT. FOR NAT. DEF.<br>UNDER BDSA REG. 2<br>AND/OR DMS REG. 1   | RATING                               |               |
| 5a. ISSUED BY<br>U.S. ARMY ENGINEER DISTRICT, PITTSBURGH<br>ATTN CELRP-RC-P<br>WS MOORHEAD FEDERAL BUILDING<br>1000 LIBERTY AVENUE ROOM 2203<br>PITTSBURGH PA 15222-4186   |                               |  | 6. DELIVER BY (Date)<br><b>SEE SCHEDULE</b>  |                                      |               |
| 5b. FOR INFORMATION CALL: (Name and Telephone no.) (No collect calls)<br>DAVID J LAHEY 412.395.7114  |                               |  | 7. DELIVERY<br><input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)   |                                      |               |
| 8. TO: NAME AND ADDRESS, INCLUDING ZIP CODE  |                               |  | 9. DESTINATION (Consignee and address, including ZIP Code)<br>LOCK 2, ALLEGHENY RIVER<br>LOCKMASTER<br>US ARMY CORPS OF ENGINEER, 7451 LOCKWAY WEST<br>PITTSBURGH PA 15206-1104<br>TEL: 412-661-2217 FAX: 412-661-7894 |                                      |               |
| 10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS:<br>(Date) 11-Jul-2019  |                               |  |  |                                      |               |
| <b>IMPORTANT:</b> This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter. |                               |  |  |                                      |               |
| 11. SCHEDULE (Include applicable Federal, State, and local taxes)  |                               |  |  |                                      |               |
| ITEM NO.<br>(a)  | SUPPLIES/ SERVICES<br>(b)     | QUANTITY<br>(c)  | UNIT<br>(d)  | UNIT PRICE<br>(e)                    | AMOUNT<br>(f) |
| <b>SEE SCHEDULE</b>  |                               |  |  |                                      |               |
| 12. DISCOUNT FOR PROMPT PAYMENT  | a. 10 CALENDAR DAYS<br>%      | b. 20 CALENDAR DAYS<br>%   | c. 30 CALENDAR DAYS<br>%   | d. CALENDAR DAYS<br>No. %            |               |
| <b>NOTE: Additional provisions and representations <input type="checkbox"/> are <input type="checkbox"/> are not attached.</b>   |                               |  |  |                                      |               |
| 13. NAME AND ADDRESS OF QUOTER (Street, City, County, State, and ZIP Code)   |                               | 14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION   |  | 15. DATE OF QUOTATION                |               |
|  |                               | 16. NAME AND TITLE OF SIGNER (Type or print)   |  | TELEPHONE NO.<br>(Include area code) |               |

Section 00 10 00 - Solicitation

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0001    | REIMBURSEMENT FOR PAYMENT BOND PREMIUM<br>FFP<br>This line item is ONLY to be used if the quoter proposed Payment Protection via a construction bond. IAW FAR 52.228-13, Alternative Payment Protection, clause of the contract, this CLIN only applies if the offer or bid is between \$35,000 and \$150,000 and if the offeror elects to provide a payment bond in lieu of an Irrevocable Letter of Credit. See Special Contract Requirements for additional information concerning reimbursement for bond premium. If applicable, funding for this CLIN will be secured prior to award.<br>FOB: Destination<br>PURCHASE REQUEST NUMBER: W81ET490246685 | 1        | Job  |            |        |

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NET AMT

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0002    | REROOF ALLEGHENY L/D NO. 2<br>FFP<br>OPERATIONS BUILDING POWERHOUSE ROOF<br>The contractor shall provide all labor and materials necessary to replace the existing built up roof, roof drains, and associated items. Details of the building construction are shown on the attached reference drawings. The work shall include removal and disposal of all roofing materials over the entire roof down to the existing concrete deck, including all flashing, roof drains, flashing around base of the scuttle structure, and installation of new tapered insulation, flashing, roof drains, and all other work to furnish all equipment, labor, layout of work, supervision, and materials necessary to complete the work as shown and as specified. The Contractor shall be responsible for transport of materials to the site and to prevent demolished materials from entering the river. All material provided in the performance of this contract shall be unused and meet the requirements of the specifications.<br>FOB: Destination<br>PURCHASE REQUEST NUMBER: W81ET490246685 | 1        | Job  |            |        |

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 NET AMT
TOTALS

TOTAL ITEMS 0001 THROUGH 0002

\$ \_\_\_\_\_

## DELIVERY INFORMATION

| CLIN | DELIVERY DATE | QUANTITY | SHIP TO ADDRESS  | DODAAC /<br>CAGE |
|------|---------------|----------|--|------------------|
| 0001 | N/A           | N/A      | N/A  | N/A              |
| 0002 | 26-NOV-2019   | 1        | LOCK 2, ALLEGHENY RIVER<br>LOCKMASTER<br>US ARMY CORPS OF ENGINEER, 7451<br>LOCKWAY WEST<br>PITTSBURGH PA 15206-1104<br>412-661-2217<br>FOB: Destination | 963635           |

## 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                   | JUL 2016 |
| 52.204-18   | Commercial and Government Entity Code Maintenance                 | JUL 2016 |
| 52.204-22   | Alternative Line Item Proposal                                    | JAN 2017 |
| 52.204-7008 | Compliance With Safeguarding Covered Defense Information Controls | OCT 2016 |

## 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)

## 52.222-23 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 |
|---|---|
| 6.3%  | 6.9%  |

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the

goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

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

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

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is  
**Allegheny County at the Allegheny River L/D No. 2 in Pittsburgh, PA.**

(End of provision)

#### 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)

#### 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

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

(b) Site visits may be arranged during normal duty hours by contacting:

**Primary Point-of-Contact:**

Name: **Paul Meininger**

Title: **Lockmaster**

Telephone: **412-661-2217**

Email: [louis.p.meininger@usace.army.mil](mailto:louis.p.meininger@usace.army.mil)

**Secondary Point-of-Contacts:**

Name: **Michael (Joe) Ostrosky**

Title: **Facility Maintenance Engineer**

Telephone: **412-395-7191**

Email: [Michael.J.Ostrosky@usace.army.mil](mailto:Michael.J.Ostrosky@usace.army.mil)

Name: **Ian McKelvey**

Title: **Supervisory Operations Specialist**

Telephone: **412-395-7656**

Email: [Ian.M.McKelvey@usace.army.mil](mailto:Ian.M.McKelvey@usace.army.mil)

(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):

<https://acquisition.gov>

(End of provision)

#### ADDENDUM TO SECTION 00 21 00

##### 00 21 00-1 POINT OF CONTACT

Inquiries may be made by writing this office, or by calling David Lahey, Contract Specialist at 412-395-7114 or via email at [David.J.Lahey@usace.army.mil](mailto:David.J.Lahey@usace.army.mil) for contracting questions.

##### 00 21 00-2 AWARD

The Government will issue a single purchase order resulting from this solicitation to the lowest priced quote conforming to the solicitation.

##### 00 21 00-3 ESTIMATED COST OF THE WORK

The estimated cost of the proposed work is between \$25,000-\$100,000.

##### 00 21 00-4 LOCATION AND DESCRIPTION OF WORK

The work is located at the Allegheny River Lock and Dam No. 2, 7451 Lockway West, Pittsburgh, PA 15206-1104.

##### Description of Work:

The Contractor shall provide all labor and materials necessary to replace the existing built up roof, roof drains, and associated items. Details of the building construction are shown on the attached reference drawings. The work shall include removal and disposal of all roofing materials over the entire roof down to the existing concrete deck, including all flashing, roof drains, flashing around base of the scuttle structure, and installation of new tapered insulation, flashing, roof drains, and all other work to furnish all equipment, labor, layout of work, supervision, and materials necessary to complete the work as shown and as specified. The Contractor shall be responsible for transport of materials to the site and to prevent demolished

materials from entering the river. All material provided in the performance of this contract shall be unused and meet the requirements of the specifications.

#### 00 21 00-5 ACCESS TO SITE

The site of the work may be reached from state highways and local roads and streets.

#### 00 21 00-6 MINIMUM RATES

The wage rates specified in these specifications represent the minimum rates to be paid on the work and are not intended to represent the actual rates that the Contractor may have to pay. The Government does not guarantee that a sufficient supply of qualified labor can be obtained at the minimum rates specified.

#### 00 21 00-7 QUOTE SUBMISSION

Quotes may be submitted via:

Email to: [LRP.Contracting@usace.army.mil](mailto:LRP.Contracting@usace.army.mil) with a copy to [David.J.Lahey@usace.army.mil](mailto:David.J.Lahey@usace.army.mil)  
OR

Fax to 412-395-7110 ATTENTION: David Lahey

OR

Hard copy mail to: The address shown in Block 5a of this solicitation, ATTENTION: David Lahey, W911WN19Q6685

## Section 00 45 00 - Representations and Certifications

## CLAUSES INCORPORATED BY REFERENCE

|              |  |          |
|--------------|--|----------|
| 52.203-19    | Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements | JAN 2017 |
| 52.204-19    | Incorporation by Reference of Representations and Certifications.                  | DEC 2014 |
| 52.219-28    | Post-Award Small Business Program Rerepresentation                                 | JUL 2013 |
| 52.223-1     | Biobased Product Certification   | MAY 2012 |
| 52.223-4     | Recovered Material Certification   | MAY 2008 |
| 252.203-7005 | Representation Relating to Compensation of Former DoD Officials                    | NOV 2011 |

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (OCT 2018)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 238160.

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

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

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

(2) If the provision at 52.204-7, 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:

(X) 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) 52.209-2; Prohibition on Contracting with Inverted Domestic Corporations--Representation.
- (vii) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (viii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (ix) 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.
- (x) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (xi) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
  - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (xii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xiii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xiv) 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.
- (xv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xvi) 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.

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

(xviii) 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.)

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

(xx) 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 \$80,317, the provision with its Alternate II applies.

(D) If the acquisition value is \$80,317 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

(xxiii) 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.

(xxiv) 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:

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

(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 |
|------------|-------|-------|--------|
| -----      | ----- | ----- | -----  |
| -----      | ----- | ----- | -----  |
| -----      | ----- | ----- | -----  |

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 (APR 2019)

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

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

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

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

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

(iv) 252.225-7049, Prohibition on Acquisition of 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: [Contracting Officer check as appropriate.]

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

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

\_\_\_\_ (iii) 252.225-7020, Trade Agreements Certificate.

\_\_\_\_ Use with Alternate I.

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

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

\_\_\_\_ Use with Alternate I.

\_\_\_\_ Use with Alternate II.

\_\_\_\_ Use with Alternate III.

\_\_\_\_ Use with Alternate IV.

\_\_\_\_ Use with Alternate V.

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

| FAR/DFARS Clause # | Title | Date | Change |
|--------------------|-------|------|--------|
|                    |       |      |        |

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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 located in the SAM database.

(End of provision)

## Section 00 70 00 - Conditions of the Contract

## CLAUSES INCORPORATED BY REFERENCE

|                 |  |          |
|-----------------|--|----------|
| 52.204-9        | Personal Identity Verification of Contractor Personnel   | JAN 2011 |
| 52.204-10       | Reporting Executive Compensation and First-Tier Subcontract Awards   | OCT 2018 |
| 52.204-13       | System for Award Management Maintenance  | OCT 2018 |
| 52.204-21       | Basic Safeguarding of Covered Contractor Information Systems   | JUN 2016 |
| 52.209-6        | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment | OCT 2015 |
| 52.209-10       | Prohibition on Contracting With Inverted Domestic Corporations   | NOV 2015 |
| 52.219-6 (Dev)  | Notice of Total Small Business Set-Aside (DEVIATION 2019-O0003).   | JAN 2019 |
| 52.219-14 (Dev) | Limitations on Subcontracting (DEVIATION 2019-O0003).  | JAN 2019 |
| 52.222-3        | Convict Labor  | JUN 2003 |
| 52.222-6        | Construction Wage Rate Requirements  | AUG 2018 |
| 52.222-7        | Withholding of Funds   | MAY 2014 |
| 52.222-8        | Payrolls and Basic Records   | AUG 2018 |
| 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 |
| 52.222-21       | Prohibition Of Segregated Facilities   | APR 2015 |
| 52.222-26       | Equal Opportunity  | SEP 2016 |
| 52.222-27       | Affirmative Action Compliance Requirements for Construction  | APR 2015 |
| 52.222-36       | Equal Opportunity for Workers with Disabilities  | JUL 2014 |
| 52.222-50       | Combating Trafficking in Persons   | JAN 2019 |
| 52.222-55       | Minimum Wages Under Executive Order 13658  | DEC 2015 |
| 52.222-62       | Paid Sick Leave Under Executive Order 13706  | JAN 2017 |
| 52.223-2        | Affirmative Procurement of Biobased Products Under Service and Construction Contracts                                    | SEP 2013 |
| 52.223-3        | Hazardous Material Identification And Material Safety Data   | JAN 1997 |
| 52.223-5        | Pollution Prevention and Right-to-Know Information   | MAY 2011 |
| 52.223-9        | Estimate of Percentage of Recovered Material Content for EPA-Designated Items  | MAY 2008 |
| 52.223-10       | Waste Reduction Program  | MAY 2011 |
| 52.223-11       | Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons.   | JUN 2016 |
| 52.223-15       | Energy Efficiency in Energy-Consuming Products   | DEC 2007 |
| 52.223-17       | Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts                                    | AUG 2018 |
| 52.223-18       | Encouraging Contractor Policies To Ban Text Messaging While Driving  | AUG 2011 |
| 52.223-20       | Aerosols   | JUN 2016 |
| 52.223-21       | Foams  | JUN 2016 |

|              |   |          |
|--------------|---|----------|
| 52.223-22    | Public Disclosure of Greenhouse Gas Emissions and Reduction Goals -- Representation.  | DEC 2016 |
| 52.225-13    | Restrictions on Certain Foreign Purchases   | JUN 2008 |
| 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    | Pledges Of Assets   | AUG 2018 |
| 52.228-12    | Prospective Subcontractor Requests for Bonds  | MAY 2014 |
| 52.228-14    | Irrevocable Letter of Credit  | NOV 2014 |
| 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 |
| 52.232-33    | Payment by Electronic Funds Transfer--System for Award Management                     | OCT 2018 |
| 52.232-39    | Unenforceability of Unauthorized Obligations  | JUN 2013 |
| 52.232-40    | Providing Accelerated Payments to Small Business Subcontractors                       | DEC 2013 |
| 52.233-1     | Disputes  | MAY 2014 |
| 52.233-3     | Protest After Award   | AUG 1996 |
| 52.233-4     | Applicable Law for Breach of Contract Claim   | OCT 2004 |
| 52.236-2     | Differing Site Conditions   | APR 1984 |
| 52.236-3     | Site Investigation and Conditions Affecting the Work                                  | APR 1984 |
| 52.236-5     | Material and Workmanship  | APR 1984 |
| 52.236-7     | Permits and Responsibilities  | NOV 1991 |
| 52.236-9     | 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 |
| 52.236-14    | Availability and Use of Utility Services  | APR 1984 |
| 52.236-26    | Preconstruction Conference  | FEB 1995 |
| 52.242-14    | Suspension of Work  | APR 1984 |
| 52.243-5     | Changes and Changed Conditions  | APR 1984 |
| 52.244-6     | Subcontracts for Commercial Items   | JAN 2019 |
| 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 |
| 52.252-6     | Authorized Deviations In Clauses  | APR 1984 |
| 52.253-1     | Computer Generated Forms  | JAN 1991 |
| 252.203-7000 | Requirements Relating to Compensation of Former DoD Officials                         | SEP 2011 |
| 252.203-7002 | Requirement to Inform Employees of Whistleblower Rights                               | SEP 2013 |
| 252.203-7005 | Representation Relating to Compensation of Former DoD Officials                       | NOV 2011 |
| 252.204-7003 | Control Of Government Personnel Work Product  | APR 1992 |
| 252.204-7012 | Safeguarding Covered Defense Information and Cyber Incident Reporting                 | OCT 2016 |
| 252.204-7015 | Notice of Authorized Disclosure of Information for Litigation Support                 | MAY 2016 |
| 252.223-7006 | Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials       | SEP 2014 |
| 252.223-7008 | Prohibition of Hexavalent Chromium  | JUN 2013 |
| 252.225-7048 | Export-Controlled Items   | JUN 2013 |

|              |   |          |
|--------------|---|----------|
| 252.232-7003 | Electronic Submission of Payment Requests and Receiving Reports | DEC 2018 |
| 252.232-7010 | Levies on Contract Payments                                     | DEC 2006 |
| 252.236-7000 | Modification Proposals-Price Breakdown                          | DEC 1991 |
| 252.243-7001 | Pricing Of Contract Modifications                               | DEC 1991 |
| 252.244-7000 | Subcontracts for Commercial Items                               | JUN 2013 |
| 252.247-7023 | Transportation of Supplies by Sea                               | FEB 2019 |

#### CLAUSES INCORPORATED BY FULL TEXT

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

The Contractor shall be required to (a) commence work under this contract within **10** 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 **120 calendar days after receipt of the Notice to Proceed.**

\* The time stated for completion shall include final cleanup of the premises.

(End of clause)

#### 52.225-9 BUY AMERICAN—CONSTRUCTION MATERIALS (MAY 2014)

(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 item (as defined in paragraph (1) of the definition at 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) An unmanufactured construction material mined or produced in the United States;

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

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 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; or

(ii) The construction material is a COTS item.

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

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 component test of the Buy American statute is waived for construction material that is a COTS item. (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 item 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 6 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) \1\ |
| 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)

52.228-13 ALTERNATIVE PAYMENT PROTECTIONS (JULY 2000)

(a) The Contractor shall submit one of the following payment protections:

Irrevocable Letter of Credit (ILC)

OR

Payment Bond (Note: Performance Bond not required)

(b) The amount of the payment protection shall be 100 percent of the contract price.

(c) The submission of the payment protection is required within 5 days of contract award.

(d) The payment protection shall provide protection for the full contract performance period plus a one-year period.

(e) Except for escrow agreements and payment bonds, which provide their own protection procedures, the Contracting Officer is authorized to access funds under the payment protection when it has been alleged in writing by a supplier of labor or material that a nonpayment has occurred, and to withhold such funds pending resolution by administrative or judicial proceedings or mutual agreement of the parties.

(f) When a tripartite escrow agreement is used, the Contractor shall utilize only suppliers of labor and material that signed the escrow agreement.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<https://acquisition.gov>

(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:

| Title                                      | File  |
|--|---|
| Allegheny Roofing<br>Replacement L/D No. 2 | Technical Specifications and Contract-Reference Drawings (Attachment 1) |

(End of clause)

## Section 00 73 00 - Supplementary Conditions

ADDENDUM TO SECTION 00 73 00

## 00 73 00-1 COPYING, DISSEMINATION OR DISTRIBUTION OF INFORMATION.

Those who disseminate information contained in the solicitations and/or drawings must ensure that the recipients have a legitimate need for the information and maintain a record of each recipient. Legitimate need means recognized business entities seeking to do business, or having business, with the Government as prime contractors, subcontractors or suppliers. You shall maintain a record of the following information on each recipient: Business name and address, DUNS Number and IRS Tax ID Number, and name and telephone number of person receiving the information.

## 00 73 00-2 SUBMISSION OF CONTRACT DOCUMENTATION

Provide contract documentation in an electronic format to the greatest extent practicable. Contract documentation to be submitted electronically includes, but is not limited to, the following:

- ☐ Submittals, including ENG4025 transmittal form
- ☐ Meeting Minutes
- ☐ Construction Photographs
- ☐ Correspondence
- ☐ Requests for Information
- ☐ Payroll Documents
- ☐ Statement and Acknowledgement Forms (SF 1413)
- ☐ Request for Additional Classification (SF 1444)
- ☐ Progress Payment Requests and Supporting Documentation
- ☐ Contract Modification Documentation, including SF 30, Contractor's Offer, Cost/Pricing Audit Report, and Certificate of Current Cost or Pricing Data
- ☐ Contractor Quality Control Reports (with attachments)
- ☐ Accident Reports
- ☐ Schedules and Schedule Updates
- ☐ Closeout Documentation, including Release of Claims

Electronic files must be of sufficient quality that all information is legible. Electronic format shall be in Adobe PDF format, unless otherwise specified or directed by the Contracting Officer. Whenever possible, PDF files shall be generated from original documents so that the text included in the PDF file is both searchable and can be copied. If documents are scanned, Optical Character Resolution (OCR) routines are required. Files exceeding 30 pages shall be indexed and bookmarked to allow efficient navigation of the

file. When required, the electronic file must include a valid electronic signature, or scan of a signature.

Email electronic documents fewer than 10MB to an email address as directed by the Contracting Officer. Electronic documents over 10MB shall be provided on a CD/DVD, or through an electronic file sharing system that will require coordination with the Contracting Officer for access guidance.

The Contractor shall be prepared to provide up to five (5) additional paper hard copies of any contract document at the discretion of the Contracting Officer, at no additional cost to the Government. In addition to the electronic file format described above, the following list of documents shall be provided in their original format because law or other regulations require signed originals be kept in accordance with FAR 4.805 -- Storage, Handling, and Disposal of Contract Files:

- Advance Payment Bond
- Bid Bond including Annual Bid Bond
- Performance Bond including Annual Performance Bond
- Payment Bond
- Patent Infringement Bond
- Any performance security instruments
- Certificate of Insurance
- Novation/Change of Name Agreement
- Assignment of Claims
- Any document containing a raised seal. Examples include
  - Notarized documents
  - o Architecture Drawings
- Paper Payroll Documents
- Physical signatures on contracts and modifications
  - SF 1442
  - SF 30

## 00 73 00-3 WORK UNDER OTHER CONTRACTS

Attention is directed to the fact that other Contractors may be employed by the Government or by local interests at or in the vicinity of the work covered by these specifications. All Contractors shall have equal rights to the use of all roads and grounds so far as practicable and this Contractor shall cooperate with other Contractors so that the work may be performed with the maximum efficiency. Should a disagreement occur between Contractors as to the use of facilities or in other matters, the decision of the Contracting Officer shall govern.

## 00 73 00-4 SAFETY AND HEALTH REQUIREMENTS MANUAL

A copy of the current US Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1 and its changes are available at <http://www.usace.army.mil/CESO/pages/home.aspx>. The contractor shall be responsible for complying with the current edition and all changes posted on the web as of the effective date of this solicitation.

## 00 73 00-5 WAGE RATES

The attached schedule of wage rates, Department of Labor General Decision No. PA20190001 (06/07/2019) contains rates applicable to all work under the contract.

### WAGE DETERMINATION

General Decision Number: PA20190001 06/07/2019

Superseded General Decision Number: PA20180001

State: Pennsylvania

Construction Type: Building

County: Allegheny County in Pennsylvania.

BUILDING ERECTION AND FOUNDATION EXCAVATION PROJECTS (does not include residential construction consisting of single family homes and apartmennts up to and including 4 stories) EXCLUDING SEWAGE AND TREATMENT PLANT PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 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, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 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 calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor

requirements and worker protections under the EO is available  
at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

| Modification Number | Publication Date |
|---------------------|------------------|
| 0                   | 01/04/2019       |
| 1                   | 01/11/2019       |
| 2                   | 02/22/2019       |
| 3                   | 06/07/2019       |

ASBE0002-001 08/01/2018

|  | Rates    | Fringes |
|--|----------|---------|
| Asbestos Workers/Insulator<br>Includes the application<br>of all insulating<br>materials, protective<br>coverings, coatings and<br>finishings to all types of<br>mechanical systems..... | \$ 40.21 | 24.72   |

-----  
BOIL0154-001 01/01/2017

|                  | Rates    | Fringes |
|------------------|----------|---------|
| BOILERMAKER..... | \$ 40.90 | 27.27   |

-----  
BRPA0009-029 12/01/2018

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 32.35 | 22.21   |

-----  
\* BRPA0009-060 06/01/2019

|                    | Rates    | Fringes |
|--------------------|----------|---------|
| MASON - STONE..... | \$ 33.72 | 21.80   |

-----  
BRPA0009-061 12/01/2018

|                  | Rates    | Fringes |
|------------------|----------|---------|
| TILE SETTER..... | \$ 31.30 | 19.42   |

-----  
CARP0142-001 06/01/2018

|                       | Rates    | Fringes |
|-----------------------|----------|---------|
| Carpenter/Lather..... | \$ 33.75 | 17.03   |

-----  
CARP1759-001 06/01/2018

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

FLOOR LAYER: Carpet.....\$ 33.75 17.03

-----  
CARP2235-001 06/01/2018

Rates Fringes

MILLWRIGHT.....\$ 40.34 19.16

-----  
CARP2235-007 01/01/2019

Rates Fringes

PILEDRIVERMAN.....\$ 34.30 19.30

-----  
ELEC0005-007 12/21/2018

Rates Fringes

ELECTRICIAN.....\$ 40.76 26.34

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\* ELEC0126-006 05/24/2019

Rates Fringes

LINE CONSTRUCTION

|                           |          |              |
|---------------------------|----------|--------------|
| Cable Splicer.....        | \$ 47.38 | 30.25%+11.50 |
| Groundmen.....            | \$ 28.43 | 30.25%+11.50 |
| Lineman.....              | \$ 47.38 | 30.25%+11.50 |
| Truck Driver.....         | \$ 30.80 | 30.25%+11.50 |
| Winch Truck Operator..... | \$ 33.17 | 30.25%+11.50 |

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ELEV0006-001 01/01/2019

Rates Fringes

ELEVATOR MECHANIC.....\$ 48.73 33.705+A+B

FOOTNOTE: A. Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.

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

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\* ENGI0066-001 06/01/2019

Rates Fringes

Power equipment operators:

|              |          |       |
|--------------|----------|-------|
| CLASS 1..... | \$ 35.69 | 21.75 |
| CLASS 2..... | \$ 30.22 | 21.75 |
| CLASS 3..... | \$ 27.67 | 21.75 |

## POWER EQUIPMENT OPERATORS CLASSIFICATIONS

## CLASS I

Asphalt Paver, Asphalt Roller, Asphalt Plant Operator, Athey Loader, Auger (Truck or Tractor Mounted), Auto Grader (C.M.I. and similar), Backhoe (180' and 360' swing), Back-Filling Machine, Batch Plant, Bulldozer, Cable Layer, Cableway, Caisson Drill, Central Mix Plant, Compactor with Blade, Concrete Pump (all types), Over-Head Crane, Crane (Crawler or Truck Mounted)\*, Tower Crane (Stationary or Climbing Type), Rough Terrain Crane\*\*, Wagon Crane, Crushing and/or Screening Plant, Derrick Traveler, Derrick (all types) (when assistance is needed it will be an oiler or apprentice), Derrick Boats, Dragline, Drill (Davey or similar), Dredge, Drill (Well and Core) (Truck or Skid Mounted), Elevator, Excavating Equipment (all other), Fork Lift (Lull or similar), Franki Pile Machine (or similar), Guard Post Driver, Gradall (all types), Grader, Elevating Grader, Equipment Greaser, Helicopter, Helicopter Hoist Operators, Front End Loader, Hoist, Hydraulic Boom Truck, Jumbo Operator, Kocal, Koehring Scooper, Locomotive, Metro Chip Harvester (or similar), Mix Mobile, Mixer - Paver, Mucking Machine, Multiple Bowl Machines, Pile Driver (Sonic or similar), Scrapers, Shovels (powered), Slip Form Paver (C.M.I. and similar), Spreader (Concrete, Asphalt, or Stone), Tire Repairman (when assigned to a jobsite), Tower Mobile, Tractors (all types), Trencher, Tug Boat, Vermeer Saw, Welder (repairman), Whirley

\* Cranes with Boom or Mast length (including jib) 100 ft or over shall be paid an additional \$.50 per hour for each 50-foot increment of additional boom and/or jib length)

\*\* Rough Terrain Cranes with Boom or Mast length (including jib) 101 ft or over shall be paid an Additional \$.50 per hour for each 50-foot increment of additional boom and/or jib length)

Note: An additional \$1.25 per hour (not counting boom pay) shall be paid for any crane (excluding overhead cranes) rated 100 ton or over.

## CLASS II

Ballast Regulator, Boat (material or personnel) (powered), Boiler, Boring Machine, Compressor (combined with Air Tugger, Air Pump, Gunit Machine, or Sand Blaster), Concrete Belt Placer, Concrete Saw, Conveyor, Carry Crane, Crushing/Screening Plants, Curb Builder (self-propelled), Forklifts (ridden or self-propelled), Form Line Machine, Generator (over 5KW), Grout Pump, Heaters, Hoist (monorail, roof, one drum-regardless of power used), Huck Machine (or similar), Hydraulic Jack (single or multiple) (power driven), Ladavator, Mortar Mixer, Mulching Machine, Pavement Breaker (self-propelled or ridden), Pin Puller (powered), Pipe Cleaning Machine, Pipe Dream, Power Broom (except push type), Pulverizer, Pumps (regardless of power

used), Roller/Compactor (Dirt), Refrigeration Plant, Ross Carrier (or similar), Seeding Machine, Skid Steer Loader (or similar), Slab Lifting Machine (hydraulic), Soil Stabilizer (pump type), Spray Cure Machine (power driven), Side Delivery Shoulder Spreader (attachment), Steam Jenny (or similar), Stone Crusher, Stone Spreader (self-propelled), Siphon (steam or air), Tie Tamper (multiple heads), Tractor (when used for landscaping, snaking, or hauling), Truck (Winch) (when hoisting and placing), Tube Finisher (C.M.I. and similar), Tugger, Water Blaster, Welding Machine, Well Point System

### CLASS III

Brakeman, Deck Hand, Helicopter Signaller, Oiler\*, Elevator (Alterations & Remodeling Commercial Buildings),

\* Oilers on Truck Cranes: less than 50 ton shall receive \$.10 over the Class III base rate; 50 ton up to 100 ton rated capacity shall be paid an additional \$.25 per hour over the Class III base rate; 100 ton and over shall be paid an additional \$1.00 per hour over the Class III base rate.

General Note: Hazardous Material Sites Level C & D receive \$1.00 per hour premium for all classifications and Levels A & B receive \$2.50 premium for all classifications

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\* IRON0003-002 06/01/2019

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| IRONWORKER..... | \$ 35.49 | 31.84   |

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LABO0613-002 01/01/2019

|              | Rates    | Fringes |
|--------------|----------|---------|
| Laborers:    |          |         |
| GROUP 1..... | \$ 22.37 | 17.60   |
| GROUP 2..... | \$ 22.52 | 17.60   |
| GROUP 3..... | \$ 22.65 | 17.60   |
| GROUP 4..... | \$ 23.12 | 17.60   |

### LABORERS CLASSIFICATIONS

GROUP 1: COMMON LABORER - Building laborer; Brick removal for alterations; Carryable pumps; West brick buggy or similar; Walk behind forklift or similar (non self-propelled); Stripper and mover of forms; Toolroom man; all material conveyors (regardless of power used, including starting and stopping); Pouring of mortar or aggregate into blocks of voids

GROUP 2: SKILLED LABORER - West brick buggy or similar (self propelled); Power wheelbarrows and buggies; walk behind forklift or similar (self-propelled); Drill runner; All

operators of compacting equipment; Pipe layer; Burner; Jackhammer man - concrete buster; Vibrator operator; Clay spade and/or similar; Gunnite nozzleman; Blaster; Concrete saw operator; Hod carrier; Scaffold builder; Air track operator; Bell and Bottom Man on furnace and stacks; Grout machine feeder and pump operator; Gunnite machine operator or similar; Gunnite machine potman or similar; Mortar Mixer; Mortar mixer machine (regardless of power used, including starting and stopping); Wagon drill operator; Laser cleaner; Lancer

GROUP 3: Asbestos removal or abatement laborer

GROUP 4: Toxic or Hazardous waste handling laborer

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LABO0952-004 01/01/2019

|              | Rates    | Fringes |
|--------------|----------|---------|
| Landscaping  |          |         |
| GROUP 1..... | \$ 21.02 | 16.08   |
| GROUP 2..... | \$ 21.44 | 16.08   |
| GROUP 3..... | \$ 21.74 | 16.08   |

#### LANDSCAPING CLASSIFICATIONS

GROUP 1: Landscape laborer to include general landscaping work and the driving of trucks for the distribution of materials on the job site but not to include trucks used to transport supplies to the job

GROUP 2: Skilled Landscape Laborer to plant all types of trees and shrubs without direct supervision.

GROUP 3 - Landscape tractor operator to operate small industrial rubber tire tractor equipped with front end loader and backhoe attachment or a skid loader with landscape attachments used for the sole purpose of landscape work including soil spreading, unloading and loading of materials and such other landscaping work but not for heavy and highway construction work

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PAIN0057-003 06/01/2018

|                     | Rates    | Fringes |
|---------------------|----------|---------|
| PAINTER             |          |         |
| Brush & Roller..... | \$ 28.00 | 19.12   |

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PAIN0057-005 06/01/2018

|                             | Rates    | Fringes |
|-----------------------------|----------|---------|
| DRYWALL FINISHER/TAPER..... | \$ 28.10 | 19.60   |

|                                   |          |         |
|-----------------------------------|----------|---------|
| -----                             |          |         |
| PAIN0751-001 09/01/2018           |          |         |
|                                   | Rates    | Fringes |
| GLAZIER.....                      | \$ 29.50 | 22.96   |
| -----                             |          |         |
| PLAS0031-014 06/01/2015           |          |         |
|                                   | Rates    | Fringes |
| PLASTERER.....                    | \$ 27.97 | 14.26   |
| -----                             |          |         |
| * PLAS0526-007 06/01/2019         |          |         |
|                                   | Rates    | Fringes |
| CEMENT MASON/CONCRETE FINISHER... | \$ 31.27 | 19.39   |
| -----                             |          |         |
| * PLUM0027-002 06/01/2019         |          |         |
|                                   | Rates    | Fringes |
| PLUMBER.....                      | \$ 42.30 | 22.47   |
| -----                             |          |         |
| PLUM0449-001 06/01/2018           |          |         |
|                                   | Rates    | Fringes |
| PIPEFITTER.....                   | \$ 40.55 | 22.27   |
| -----                             |          |         |
| * ROOF0037-001 06/01/2019         |          |         |
|                                   | Rates    | Fringes |
| ROOFER.....                       | \$ 31.62 | 17.05   |
| -----                             |          |         |
| SFPA0542-001 07/01/2017           |          |         |
|                                   | Rates    | Fringes |
| SPRINKLER FITTER.....             | \$ 37.17 | 19.52   |
| -----                             |          |         |
| SHEE0012-002 07/01/2018           |          |         |
|                                   | Rates    | Fringes |
| SHEET METAL WORKER.....           | \$ 34.47 | 27.54   |
| -----                             |          |         |
| TEAM0040-002 01/01/2017           |          |         |
|                                   | Rates    | Fringes |
| Truck drivers:                    |          |         |
| GROUP 1.....                      | \$ 28.10 | 17.42   |
| GROUP 2.....                      | \$ 28.24 | 17.50   |

GROUP 3.....\$ 28.71 17.80

FOOTNOTES:

A. Hazardous/toxic waste material/work level A & B receive additional \$2.50 per hour above classification rate

B. Hazardous/toxic waste materials/Work level C & D receive \$1.00 per hour above classification

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1 - Single Axle (2 axles including steering axle);  
Includes partsman and warehoueman

GROUP 2 - Tandem - Tri-Axle - Semi-Tractor Trailer  
(combination) (3 axles or more including steering axle)

GROUP 3 - Specialty Vehicles; Heavy equipment whose capacity exceeds that for which state licenses are issued specifically refers to units in excess of eight (8) feet width (such as Euclids, Atley Wagon, Payloader, Tournawagons, and similar equipment when not self loaded); Tar and Asphalt Distributors Trucks, Heavy Duty Trailer, such as Low Boy, High Boy

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

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

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate

that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION"