

REQUEST FOR QUOTATIONS <i>(THIS IS NOT AN ORDER)</i>		THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE			PAGE OF PAGES 1 58	
1. REQUEST NO. W912WJ20Q0130	2. DATE ISSUED 10-Aug-2020	3. REQUISITION/PURCHASE REQUEST NO. W13G86019775430001	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1		RATING	
5a. ISSUED BY U S ARMY ENGR DISTRICT, NEW ENGLAND 696 VIRGINIA RD CONCORD MA 01742-2751			6. DELIVER BY <i>(Date)</i> SEE SCHEDULE			
5b. FOR INFORMATION CALL: <i>(Name and Telephone no.) (No collect calls)</i> FRED E RILEY 978-318-8256			7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER <i>(See Schedule)</i>			
8. TO: NAME AND ADDRESS, INCLUDING ZIP CODE			9. DESTINATION <i>(Consignee and address, including ZIP Code)</i> NEW BEDFORD HURRICANE BARRIER STEVEN FLUEGEL 396 GIFFORD STREET NEW BEDFORD MA TEL: 508-994-4243 FAX:			
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS: <i>(Date)</i> 20-Aug-2020						
IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.						
11. SCHEDULE <i>(Include applicable Federal, State, and local taxes)</i>						
ITEM NO. (a)	SUPPLIES/ SERVICES (b)		QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
SEE SCHEDULE						
12. DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS %	b. 20 CALENDAR DAYS %	c. 30 CALENDAR DAYS %	d. CALENDAR DAYS No. %	
NOTE: Additional provisions and representations are are not attached.						
13. NAME AND ADDRESS OF QUOTER <i>(Street, City, County, State, and ZIP Code)</i>			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
			16. NAME AND TITLE OF SIGNER <i>(Type or print)</i>		TELEPHONE NO. <i>(Include area code)</i>	

Section B - Supplies or Services and Prices

INSTRUCTIONS TO OFFERORS

PLEASE DIRECT QUESTIONS TO **FRED E. RILEY AT (978) 318-8256** OR

FRED.E.RILEY@USACE.ARMY.MIL. THE SOLICITATION AND RESULTING CONTRACT SHALL BE THE GOVERNING DOCUMENT IN ALL CASES.

** QUOTES CAN BE **E-MAILED** TO FRED RILEY AT FRED.E.RILEY@USACE.ARMY.MIL.

THE CLIN SCHEDULE MUST BE COMPLETED AND SUBMITTED FOR A QUOTE TO BE CONSIDERED COMPLETE.

In accordance with FAR Part 52.204-7(b)(1) Contractors **must be registered in the System for Award Management (SAM) database (www.SAM.gov) to submit an offer.** (Formerly the Central Contractor Registration (CCR) database and the On-Line Representations and Certifications (ORCA).) Any reference to CCR or ORCA in any clause or provision is referring to the www.sam.gov website. Please note that Google and Google Chrome are not supported browsers for SAM registration. Mozilla FireFox, Safari, and Internet Explorer are supported browsers.

NOTE: SAM.gov registration takes approximately 3 weeks (DUNS registration 1-2 business days; CAGE code validation up to 10 business days; IRS validation and overall submission 7-10 business days). It is the contractor's responsibility to track SAM.gov registration and follow-up with required tasks.

In addition, if you are registering a new entity in SAM.gov, you must provide an original, signed notarized letter stating that you are the authorized Entity Administrator. The Entity Administrator must establish a LOGIN.GOV account using the e-mail address that will be associated with the SAM registration. See <https://www.gsa.gov/about-us/organization/federal-acquisition-service/office-of-systems-management/integrated-award-environment-iae/sam-update> for additional information.

Provide DUNS number: _____ (telephone 866-705-5711 for DUNS)

Provide CAGE code: _____

Provide TAX ID: _____

Per FAR Part 52.212-3 Alt I, the Contractor is required to complete the On-line Representations and Certifications Application (www.SAM.gov) and paragraph (b) if applicable, **OR** to complete paragraphs (c) thru (m) of this clause and return with quote.

POTENTIAL QUOTERS ARE NOTIFIED THAT THE BASIS ON WHICH AWARD WILL BE MADE IS PRICE ALONE.

ALL RESPONSIBLE SOURCES MAY SUBMIT A RESPONSE WHICH, IF TIMELY RECEIVED, MUST BE CONSIDERED BY THE AGENCY.

INVOICES SHALL BE SENT TO TECHNICAL POINT OF CONTACT.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	NBHB Roof Repairs FFP Furnish all labor, equipment, tools, materials and services to replace a damaged section of an existing PVC roof membrane on the New Bedford Operators Building in accordance with the Statement of Work. FOB: Destination PURCHASE REQUEST NUMBER: W13G86019775430001 PSC CD: Y1QA	1	Job		

NET AMT

Section C - Descriptions and Specifications

STATEMENT OF WORK

**REPAIRS TO EXISTING PVC ROOF
NEW BEDFORD HURRICANE BARRIER
U.S. ARMY CORPS OF ENGINEERS
New Bedford, MA
Scope of Work**

I. General

1. **Scope** – Furnish all labor, equipment, tools, materials and services to replace a damaged section of an existing PVC roof membrane on the New Bedford Operators Building. Work includes demolition of approximately 210 square feet of the existing PVC roof membrane system and temporary patch materials. Work includes installation of new base insulation materials and new PVC membrane system and flashing materials. The completed repair shall be water tight and properly pitched to shed water from the roof. Contractor is responsible for removal and proper disposal or recycling of all debris generated. Figures, Reference Drawings, and Informational Photos show the required repair area.
2. **Location** – The roof repair area is located on Operating House No. 1 at the Project. Access to the Project is from Gifford Street, New Bedford, MA.
3. **Site Visit** – Contact the Technical Point of Contact to arrange a site visit. The Technical Point of Contact for this project is Andrew Cattano (978-318-8329) or Andrew.M.Cattano@usace.army.mil.
4. **Schedule** – The work shall be completed no later than 120 days from Contract Award. Work shall be performed Monday through Friday 7:00 AM to 4:00 PM unless otherwise approved by the Technical Point of Contact. No work shall be done on weekends or Government holidays.
5. **Safety Requirements**
 - a. **General**: All work shall be conducted in accordance with the U.S. Army Corps of Engineers Safety and Health Requirements Manual (EM 385-1-1, most recent edition), and all applicable OSHA, federal, state, and local safety and health requirements. A copy of EM 385-1-1 can be accessed at the project office or electronically at the following link:
http://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1.pdf
Project staff reserve the right to cease work at any time should the safety of employees, Contractors, and/or the public become jeopardized.
 - b. Abbreviated Accident Prevention Plan:

The Contractor shall prepare an Abbreviated Accident Prevention Plan (APP) specific to the activities being performed. It shall include Activity Hazard Analyses (AHAs) as described below. A non-mandatory, fillable Abbreviated APP template is available upon request. However, the contractor is permitted to submit their own plan, at a minimum it must meet the requirements of EM 385-1-1, Appendix A, Section K.

A preparatory meeting shall be conducted by the prime contractor to discuss the Abbreviated APP contents with all effected onsite employees. The Prime Contractor is responsible for informing their subcontractors of the safety provisions under the terms of the contract, the penalties for noncompliance, and inspecting subcontractor operations to ensure that accident prevention responsibilities are being carried out.

c. Activity Hazard Analysis (AHA):

An AHA shall be submitted for each major phase of work. A major phase of work is defined as an operation involving a type of work presenting hazards not experienced in previous operations or where a new subcontractor or work crew is to perform the work. The analysis shall define all activities to be performed, identify the sequence of work, the specific hazards anticipated, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level. The AHA shall be continuously reviewed and revised to address changing site conditions as appropriate.

d. Emergency Response:

Emergency procedures shall be documented in the Abbreviated Accident Prevention Plan and will include a map with directions to the nearest hospital, emergency contact numbers, and onsite First Aid/CPR responders.

e. Required Personnel:

The Contractor shall designate one employee as the site's Competent Person (CP) who is responsible for ensuring a safe environment for all employees. The CP shall be present at the project site. The CP is required to have related construction experience.

When emergency medical services are not accessible within five (5) minutes of the work location and there are two (2) or more workers onsite, at least two (2) employees shall be trained in First Aid and CPR. Minimum qualifications are listed in EM 385-1-1, Section 03.A.02.c.

f. Accident Reporting:

All accidents and near misses shall be investigated by the Contractor. All work-related recordable injuries, illnesses and property damage accidents (excluding on-the-road vehicle accidents), in which the property damage exceeds \$5,000.00, shall be verbally reported to the TPC within four (4) hours of the incident. Serious accidents shall be immediately reported to the TPC. ENG Form 3394 shall be completed and submitted to the TPOC within five (5) working days of the incident.

Contractors are responsible to ensure their subcontractors are in compliance with safety requirements.

As part of the APP and AHAs include site specific COVID-19 monitoring procedures which address, at a minimum, the following elements: Procedures for periodic sanitation and disinfecting project sites in accordance with CDC guidelines. Site specific measures to practice social distancing while working on the project. Employee training on the signs, symptoms, and protection measures in accordance with CDC guidelines. A list of PPE to be used in accordance with CDC and state guidelines.

6. **Preconstruction Conference** –Prior to the start of any work, the Contractor and Technical Point of Contact will schedule and conduct a “Preconstruction Conference”. The Contractor’s staff responsible for quality and safety on the job site will attend this meeting. This conference will be scheduled for a time and location agreeable to the government and contractor. No field work may be performed under this contract prior to this conference. The purpose of the conference is to enable the Technical Point of Contact to outline the requirements in terms of safety, quality, communications, inspections and payments. Staging and storage areas for materials, equipment and dumpsters will also be coordinated at this meeting.
7. **Permits** – The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses, permits, and letters of certification. The Contractor shall comply with any applicable Federal, State, County, and Municipal laws, codes, and regulations in connection with the performance of the work specified under this contract.
8. **Security** – The Contractor will comply with all established security policies at the New Bedford Hurricane Barrier. Due to periods of heightened security that may affect the access to the areas covered under this contract, the Government reserves the right to close any property or portion of property and reschedule and/or cancel any subsequent work. The Contractor shall be given at least 24 hour notice of any such closure. The contractor will verify all employees working at the New Bedford Hurricane Barrier through the E-Verify website located at: <http://www.uscis.gov/e-verify>. The Contractor will submit verification documents to the Technical Point of Contact prior to or during the Preconstruction Conference.
9. **Contractor Conduct** – Alcohol and firearms are prohibited on project grounds.
10. **Payment** – Payment shall be made on a per job basis. After final inspection and acceptance by the Government, the Contractor must submit an invoice to the Technical Point of Contact. The invoice shall include the invoice date, contract number, dates of service, description of work completed and total amount due.

All invoices may be mailed to:
US Army Corps of Engineers
Cape Cod Canal Field Office
PO Box 1555
Buzzards Bay, MA 02532

Attn: Andrew Cattano

Or Emailed to Andrew.M.Cattano@usace.army.mil

II. Technical Requirements:

Part 1 General:

1. **Summary** – Furnish all labor, equipment, tools, materials and services to repair damage to an existing PVC roof membrane located on the New Bedford side Operators House. Work includes demolition of approximately 210 square feet of the existing PVC roof membrane system that is damaged and temporary patch materials. Work includes installation of new base insulation materials and new PVC membrane system that is attached to the existing PVC membrane to remain. Work includes new flashing materials for the repair area. Work includes removal and proper disposal or recycling of all debris generated. Figures and Informational Photos show the required repair area. All products shall be installed in accordance with the manufacturer's recommendations in terms of fastening and seams with the existing PVC membrane to remain. The completed roof repair shall be water tight and properly pitched to shed water from the roof.
2. **Existing Conditions** – The existing PVC roofing system on the Operating House was installed in 2010. During a recent winter storm, an antennae was blown over resulting in damage to part of the roof membrane and underlying insulation near the base of the antennae. The roof was patched with temporary materials to prevent water intrusion. There are roof-mounted items and penetrations within the repair area including a new antenna concrete base, vent equipment pad, and a 5-inch exhaust pipe. The existing PVC roofing membrane is constructed of fully adhered membrane over top of rigid, tapered insulation installed over the concrete deck of the building. The existing roof system has high quality edge details to prevent air and water intrusion around the perimeter. Figures 5-10 show details of the existing roof system layout and dimensions.
3. **Access to Work Site** – Access to the project site is currently available for construction traffic. The Contractor is responsible for maintaining access necessary for its equipment and material to and from the work area. Contractor can assess roof from stairs leading through Operating House control room and side door out to roof repair area. Figures 5-6 and Photo 6 show access to existing roof system.
4. **Clean Up and Waste Disposal** – The contractor shall keep the work area free from accumulation of waste materials. Any and all disturbed areas resulting from contractor activities shall be restored by the contractor to the satisfaction of the Technical Point of Contact.
5. **Environmental Protection** – Containers for excess and/ or waste materials, rubbish, etc. shall be provided by the contractor at the site, and the site will be inspected/ cleaned on a daily basis. Water, air and land resources shall not be adversely impacted during the course of the work. Contractor will take necessary steps to ensure all federal, state, and local environmental regulatory requirements are met.

6. **Sustainability - EPA Designated:** Under the Comprehensive Procurement Guidelines (CPG) program, the Environmental Protection Agency (EPA) designates products that are or can be made with recovered materials, and recommends practices for buying these products. Any designated product that is being offered or supplied under this contract shall meet the minimum recommended content levels as identified under the CPG program. Visit <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program> for a complete list of designated products and the associated recommended contents levels. Offerors must be able to demonstrate that each offered products meets minimum content levels upon request.

Bio-based: The United States Department of Agriculture (USDA) designates certain bio-based products for federal procurement and specifies minimum bio based content levels for those products. Any designated product that is being offered or supplied under this contract shall meet USDA BioPreferred's minimum bio based content level. Visit the BioPreferred web site

<https://www.biopreferred.gov/BioPreferred/faces/pages/ProductCategories.xhtml> for the complete list of designated products and the associated minimum bio based content level requirements.

7. **Building Protection** - The building and all of its contents shall be protected from the elements during the duration of this contract. The contractor shall keep on site the means to quickly cover and protect all areas open to the elements during an unforeseen weather related event that could cause damage to the building and or any of its contents during all phases of this contract.
8. **Personal Protective Equipment** - It is the contractor's responsibility to furnish and supply personnel with the proper personal protective equipment and fall protection necessary for performing the work.
9. **Government Resources** – The government has 120 volt electric power for hand tools that is available to the Contractor from points of existing outlets. The contractor shall carefully conserve the use of electricity provided. The contractor may have a portable toilet delivered and placed near the work site, which may be secured by the contractor when not on site. A single bathroom in the New Bedford building is also available for Contractor use.
10. **Damage to Government and Private Property** – The contractor shall be responsible for restoring all Government facilities or structures damaged as a result of the firm's operation. The contractor shall also be responsible for any damage to private property or injury to any person as a result of the firm's operation. The contractor shall notify the Project Manager immediately of damage to Government and private property and injury to any person resulting from the firm's operation.
11. **Omissions** – This contract may not cover all specified activities, steps, and procedures required for the completed roof repair. In case of omission, the normal industry, state, or

federal standards, practices, specifications, and/or guides shall prevail. In no instance shall an omission be reason to produce less than an acceptable product.

12. **Quality Assurance** – The contractor is responsible for the quality control of the contract work. The Government has the right to inspect and test all items called for by the contract, to the extent practicable at all times and at all places during the term of the contract.
13. **Other Contracts** - The Government may undertake or award other contracts for additional work not related to this contract, and the Contractor shall fully cooperate with other Contractors and Government employees. The contractor shall not commit or permit any act, which will interfere with the performance of work by another contractor or by Government employees.
14. **Receiving and Storing Materials** – The Corps of Engineers will provide an exterior storage area and parking for contractor personnel. The contractor is responsible for protecting any stored materials, equipment and tools during sitework. The contractor is responsible for receiving and unloading of delivered goods.
15. **Submittals** – Although the Government technically reviews submissions required by this scope of work, it is emphasized that the Contractor's work must be prosecuted using proper internal controls and review procedures. The documents identified below must be prepared in accordance with the applicable standards, submitted for review and accepted by the Government prior to the commencement of any field activities.
 - Abbreviated Accident Prevention Plan with Activity Hazard Analysis for all work.
 - Repair Materials – Provide a description of the proposed repair materials to include PVC membrane, adhesives, insulation, metal edge materials and fasteners. Submittal should describe how the new insulation will be fastened, how the new PVC membrane will be attached to the existing PVC membrane to remain and flashing and edge details.
 - Security Verification – Prior to the start of field work
 - Limited Warranty- Cover any defects in the roof repair area for 2 years.

Part 2 Products:

All products shall be new and unused. Products shall be approved by the Technical Point of Contact prior to installation. The products and materials used shall be designed for use in a marine salt water environment with winds up to 100mph. Proposed materials shall be similar to the materials used in the existing PVC roof system.

1. PVC Membrane
 - a. Reinforced polyvinyl chloride (PVC) membrane shall comply with ASTM D 4434, Type III, or ASTM D 6754, and in all cases shall provide 0.045 inch

minimum thickness for mechanically fastened application. The new PVC membrane shall be compatible with the existing roof PVC membrane in terms of ability to have watertight seems. Dimensions shall be sufficient to minimize joints. New membrane shall match existing membrane with edge detailing to prevent air and water intrusion underneath the membrane.

- b. Shall match thickness of existing PVC membrane to remain.
 - c. Fully adhered.
 - d. Top color of membrane – White.
2. Flashing:
 - a. Membrane flashing, including self-adhering membrane flashing, perimeter flashing, flashing around roof penetrations and prefabricated pipe seals, shall be minimum polymer thickness 0.045 inch reinforced PVC and shall be utilized as recommended by the membrane manufacturer.
 3. Insulation and Edge Details
 - a. Insulation system and fascia material shall be compatible with proposed PVC membrane and match material type and features of existing roof.
 - b. Able to withstand foot traffic without crushing.
 - c. Pitched to match existing drainage pattern.
 4. Wood Products
 - a. New pressure treated wood for nailers and blocking as necessary to complete the roof repair.

Part 3 Execution:

General

1. The Contractor shall coordinate all activities to minimize any impact on the operations of the New Bedford Hurricane Barrier. The building and all its contents shall be protected from the elements during the duration of this contract.
2. Demolition and installation shall be scheduled so that weather related events will result in no damage to the building or any of its contents. The contractor shall keep on site the means to quickly cover and protect all areas open to the elements during an unforeseen weather-related event.

Demolition

1. Carefully remove the existing PVC membrane, insulation, patch materials, protective walk pads, flashing, pressure treated nailers, fascia and other related items from the repair area shown on Figure 4.
2. Existing railings shall remain in place and be protected during demolition work.
3. Cut flush or remove any objects, such as old fasteners, that may puncture the new roofing system. Contractor shall ensure surfaces are rigid, clean, dry, smooth, and free from cracks, holes, and sharp changes in elevation.
4. Collect and legally dispose of all debris generated in accordance with all federal, state and local laws and regulations.

Installation

1. Install new insulation, PVC membrane, wood blocking, flashing, pressure treated nailers and fascia in the repair area shown on Figure 4.
2. Install new insulation to provide a smooth transition with insulation to remain. New insulation shall provide base to maintain proper pitch of roof to drain water.
3. PVC membrane roofing utilizing mechanically fastened application method. Membrane shall be overlapped a minimum of 5.5-7 inches and minimum 4 inches at ends. Membrane joints shall be free of wrinkles and fishmouths. The entire length of hot-air-welded seams shall be probe-tested and corrected during the day of installation. Defective areas shall be re-welded. Wrinkles, fishmouths, or damaged areas shall be cut out and the area covered with a membrane using a continuous hot-air-welded seam on all sides. Hot-air-welded seams are to be accomplished in accordance with the PVC membrane roofing manufacturer's published requirements. Ensure membrane is free of wrinkles and ridges. Mechanically secure the membrane sheet with specified fasteners in the lap area. Space fasteners as required to provide wind uplift resistance specified. Check all seams and ensure full/continuous lap seal.
4. Mechanically secure roof membrane sheet at roof south perimeter in a manner to comply with wind resistance requirements and in accordance with membranes manufacturer's printed instructions.
5. Membrane shall be fastened to nailers in accordance with the membrane manufacturer's instructions. Unless otherwise specified, nails shall be staggered on 4-inch centers maximum; screws for sheet metal shall be staggered on 8 inch centers maximum; and a row of fasteners shall be at least ½ inch from edges of sheet metal.
6. Contractor shall mechanically fasten the roof membrane at penetrations, at base of antenna and walls, and at all locations where the membrane turns and angles greater than 4 degrees (1:12). Space fasteners a maximum of 12 inches on center, except where more frequent attachment is required to meet specified wind resistance or where recommended by the roof membrane manufacturer. Hot-air-weld all seams of flashing material as recommended by the roof membrane manufacturer's printed data.
7. Contractor shall install new flashing around antenna tower foundation, 5-inch exhaust pipe, south roof edging, and existing ventilator pad. The seam shall be sealed a minimum of 3 inches beyond the fasteners which attach the membrane to nailers. The installed flashing's shall be secured at the top of the flashing a maximum of 12 inches on centers under the counterflashing or cap. Where possible, prefabricated components shall be used for pipe seals and flashing accessories.
8. Apply flashing to cleaned surfaces and as recommended by the roof membrane manufacturer. Utilize reinforced PVC membrane flashing and prefabricated accessory flashing's as recommended by the roof membrane manufacturer.
9. Sheet metal counter-flashing shall be installed over the termination bar in the completed work. Mechanically fasten top edge of base flashing for all other terminations in a manner recommended by the roof membrane manufacturer. Apply reinforced PVC flashing membrane over top of exposed nailers and blocking and to overlap top edge of base flashing installation where applicable.
10. Install new high quality PVC coated metal fascia to cover the area where the membrane is keyed into the south roof edge noted on Figure 4.

11. Contractor shall protect applied membrane roofing system from water intrusion at the end of each day's work and when precipitation is imminent.

ATTACHMENTS

PLEASE REFERENCE PHOTOS AND ATTACHMENTS FOR ADDITIONAL INFORMATION IN REGARD TO THIS SOLICITATION.

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	120 dys. ADC	1	NEW BEDFORD HURRICANE BARRIER STEVEN FLUEGEL 396 GIFFORD STREET NEW BEDFORD MA 508-994-4243 FOB: Destination	961202

Section H - Special Contract Requirements

SECURITY REQUIREMENTS

The contractor and all associated sub-contractors shall receive a brief/training (provided by the RA) on the local suspicious activity reporting program. This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the project manager, security representative or law enforcement entity. This training shall be completed within 30 calendar days of contract award and within 30 calendar days of new employees commencing performance with the results reported to the Technical Point of Contact NLT 5 calendar days after the completion of the training.

WAGE DETERMINATION

"General Decision Number: MA20200001 08/07/2020

Superseded General Decision Number: MA20190001

State: Massachusetts

Construction Type: Building

Counties: Barnstable, Bristol, Dukes, Essex, Middlesex, Nantucket, Norfolk and Suffolk Counties in Massachusetts.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 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 \$10.80 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 2020. 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.

Modification Number	Publication Date
0	01/03/2020
1	02/14/2020
2	02/21/2020
3	03/13/2020
4	08/07/2020

ASBE0006-001 09/01/2019

	Rates	Fringes
Insulator/asbestos worker Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems		
(ZONE A).....	\$ 48.44	29.90
(ZONE B).....	\$ 48.44	29.90

ZONES:

ZONE A

BARNSTABLE COUNTY (Brewster, Chatham, Dennis, Eastham, Harwich, Orleans, Provincetown, Truro, Wellfleet, Yarmouth)
BRISTOL COUNTY (Easton), MIDDLESEX COUNTY, and NORFOLK COUNTY (Avon, Braintree, Brookline, Canton, Cohasset, Dedham, Dover, Foxborough, Holbrook, Medfield, Medway, Millis, Milton, Needham, Norfolk, Norwood, Quincy, Randolph, Sharon, Stoughton, Walpole, Wellesley, Westwood, Weymouth)

ZONE B

BARNSTABLE COUNTY (Barnstable, Bourne, Falmouth, Mashpee, Sandwich), BRISTOL COUNTY (All cities except Easton), and NORFOLK COUNTY (Bellingham, Franklin, Plainville)

ASBE0006-002 12/01/2019

BARNSTABLE (Brewster, Chatham, Dennis, Eastham, Harwich, Orleans, Provincetown, Truro, Wellfleet and Yarmouth); BRISTOL (Easton); ESSEX; MIDDLESEX; NORFOLK (Avon, Braintree, Brookline, Canton, Cohasset, Dedham, Dover, Foxboro, Holbrook, Hull, Medfield, Medway, Millis, Milton, Needham, Norfolk, Norwood, Quincy, Randolph, Sharon Stoughton, Walpole, Wellesley, Westwood, and Weymouth) AND SUFFOLK COUNTIES

	Rates	Fringes
HAZARDOUS MATERIAL HANDLER (Includes preparation,		

wetting, stripping, removal,
 scrapping, vacuuming,
 bagging and disposing of all
 insulation materials from
 mechanical systems whether
 they contain asbestos or not)....\$ 36.60 22.25

 ASBE0006-010 09/01/2019

BARNSTABLE (Barnstable, Bourne, Falmouth, Mashpee and
 Sandwich); BRISTOL (Acushnet, Attleboro city, Berkeley,
 Dartmouth, Dighton, Fairhaven, Fall river City, Freetown,
 Marion, Mansfield, New Bedford City, North Attleboro, Norton,
 Raynham, Rehoboth, Seekonk, Somerset, Swansea, Taunton City and
 Westport); DUKES; NANTUCKET; NORFOLK (Bellingham, Franklin,
 Plainville, and Wrentham); PLYMOUTH (Lakeville, Mattapoisett,
 Middleboro, Rochester and Wareham)

Rates Fringes

Insulator/asbestos worker
 (Includes the application of
 all insulating materials,
 protective coverings,
 coatings and finishes to all
 types of mechanical systems.)....\$ 48.44 29.90

 BOIL0029-001 01/01/2017

Rates Fringes

BOILERMAKER.....\$ 42.42 24.92

 BRMA0001-008 02/01/2019

FOXBORO CHAPTER
 BRISTOL (Attleboro, Berkley, Dighton, Mansfield, North
 Attleboro, Norton, Raynham, Rehoboth, Seekonk, Taunton) AND
 NORFOLK (Bellingham, Canton, Dedham, Foxboro, Franklin,
 Norfolk, Norwood, Plainville, Sharon, Walpole, Westwood,
 Wrentham) COUNTIES

Rates Fringes

Bricklayer, Cement Mason,
 Plasterer.....\$ 51.41 31.09

 * BRMA0001-009 02/01/2020

LOWELL CHAPTER
 MIDDLESEX (Acton, Asby, Ayer, Bedford, Billerica, Boxboro,
 Carlisle, Chemsford, Dracut, Dunstable, Ft. Denvens, Groton,
 Littleton, Lowell, North Acton, Pepperell, Shirley, South

Acton, Tewksbury, Townsend, Tyngsboro, West Acton, Westford, Wilmington)

	Rates	Fringes
Bricklayer and plasterer.....	\$ 52.26	34.26

 * BRMA0001-010 02/01/2020

LOWELL CHAPTER
 MIDDLESEX (Ashland, Framingham, Holliston, Hopkinton, Hudson, Maynard, Natick, Sherborn, Stow); and NORFOLK (Medfield, Medway, Millis)

	Rates	Fringes
BRICKLAYER.....	\$ 52.26	34.26

 * BRMA0003-001 02/01/2020

	Rates	Fringes
Marble & Tile Finisher.....	\$ 41.49	32.82
Marble, Tile & Terrazzo Workers.....	\$ 53.34	34.80
TERRAZZO FINISHER.....	\$ 54.42	34.98

 * BRMA0003-003 02/01/2020

BOSTON CHAPTER
 MIDDLESEX (Arlington, Cambridge, Everett, Malden, Medford, Melrose, Somerville); NORFOLK (Brookline, Milton); and SUFFOLK

	Rates	Fringes
BRICKLAYER.....	\$ 54.40	35.01

 * BRMA0003-006 02/01/2020

LYNN CHAPTER
 ESSEX (Amesbury, Andover, Beverly, Boxford, Danvers, Essex, Georgetown, Gloucester, Groveland, Hamilton, Haverhill, Ipswich, Lawrence, Lynn, Lynnfield, Manchester, Marblehead, Merrimac, Methuen, Middleton, Nahant, Newbury, Newburyport, North Andover, Peabody, Rockport, Rowley, Salisbury, Salem, Saugus, Swampscott, Topsfield Wakefield, Wenham, West Newbury); and MIDDLESEX (Reading, North Reading, Wakefield)

	Rates	Fringes
Bricklayer, cement mason and		

plasterer.....\$ 54.40 35.01

* BRMA0003-007 02/01/2020

WALTHAM CHAPTER
MIDDLESEX (Belmont, Burlington, Concord, Lexington, Lincoln,
Stoneham, Sudbury, Waltham, Watertown, Wayland, Weston,
Winchester, Woburn)

Rates Fringes

Bricklayer and plasterer.....\$ 54.40 35.01

* BRMA0003-008 02/01/2020

NEWTON CHAPTER
MIDDLESEX (Newton) and NORFOLK (Dover, Needham, Wellesley)

Rates Fringes

Bricklayer, cement mason and
plasterer.....\$ 54.40 35.01

* BRMA0003-009 02/01/2020

NEW BEDFORD
BARNSTABLE; BRISTOL (Acushnet, Darmouth, Farhaven, Fall River,
Freetown, New Bedford, Somerset, Swansea, Westport); DUKES; and
NANTUCKET COUNTIES

Rates Fringes

Bricklayer, cement mason and
plasterer.....\$ 54.40 35.01

* BRMA0003-010 02/01/2020

QUINCY CHAPTER
NORFOLK COUNTY (Avon, Braintree, Cohasset, Holbrook, Quincy,
Randolph, Soughton, Weymouth)

Rates Fringes

Bricklayer, cement mason and
plasterer.....\$ 54.40 35.01

CARP0056-011 08/01/2018

SUFFOLK (All of County); and those areas of BARNSTABLE,
BRISTOL, ESSEX, MIDDLESEX & NORFOLK COUNTIES situated inside
Boston Beltway (I-495) and North of Cape Cod Canal. ALL of

DUKES AND NANTUCKET COUNTIES

	Rates	Fringes
PILEDRIVERMAN.....	\$ 46.07	32.25

CARP0056-012 08/01/2018		

The areas of BARNSTABLE, BRISTOL, and NORFOLK COUNTIES situated OUTSIDE Boston Beltway (I-495) and South of Cape Cod Canal

	Rates	Fringes
PILEDRIVERMAN.....	\$ 46.07	32.25

CARP0056-013 08/01/2018		

Those areas of ESSEX and MIDDLESEX COUNTIES situated OUTSIDE Boston Beltway (I-495)

	Rates	Fringes
PILEDRIVERMAN.....	\$ 46.07	32.25

CARP0327-001 09/01/2019		

MIDDLESEX (Belmont, Cambridge, Everett, Malden, Medford, Somerville); NORFOLK (Brookline, Dedham, Milton); and SUFFOLK

	Rates	Fringes
CARPENTER.....	\$ 49.79	29.30

CARP0339-001 09/01/2019		

BRISTOL (Attleborough, North Attleborough); ESSEX; MIDDLESEX (Except Belmont, Cambridge, Everett, Malden, Medford, Somerville); AND NORFOLK (Bellingham, Canton, Foxboro, Franklin, Medfield, Medway, Millis, Needham, Norfolk, Norwood, Plainville, Sharon, Walpole, Wellesley, Westwood, Wrentham)

	Rates	Fringes
CARPENTER.....	\$ 41.90	29.00

CARP0346-003 09/01/2019		

NORFOLK COUNTY (Braintree, Cohasset, Scituate, Weymouth, Quincy)

	Rates	Fringes
CARPENTER.....	\$ 41.90	29.00

CARP0624-005 09/01/2017

DUKES; NANTUCKET

	Rates	Fringes
CARPENTER.....	\$ 46.43	28.35

CARP0624-007 09/01/2017

BARNSTABLE; BRISTOL (Except Attleboro & North Attleboro); AND
NORFOLK (Avon, Holbrook, Randolph, Stoughton) COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 39.28	27.90

CARP1121-001 01/06/2020

SUFFOLK COUNTY

	Rates	Fringes
MILLWRIGHT.....	\$ 42.32	31.15

CARP1121-003 01/06/2020

BARNSTABLE, BRISTOL, DUKES, ESSEX, MIDDLESEX, NANTUCKET and
NORFOLK COUNTIES

	Rates	Fringes
MILLWRIGHT.....	\$ 38.47	31.15

CARP2168-001 09/01/2019

MIDDLESEX (Belmont, Cambridge, Everett, Malden, Medford,
Somerville); NORFOLK (Brookline, Dedham, Milton); and SUFFOLK

	Rates	Fringes
FLOOR LAYER: Carpet.....	\$ 46.25	29.45

CARP2168-004 09/01/2019

BRISTOL; ESSEX; MIDDLESEX (Except Belmont, Cambridge, Everett,
Malden, Medford, Somerville); Remainder of Norfolk County

	Rates	Fringes
FLOOR LAYER: Carpet.....	\$ 46.25	29.45

 CARP2168-005 09/01/2019

BARNSTABALE; DUKES; AND NANTUCKET

	Rates	Fringes
FLOOR LAYER: Carpet.....	\$ 46.25	29.45

 ELEC0096-001 07/01/2019

MIDDLESEX (Ashby, Ashland, Ayer, Ft. Devens, Groton, Hopkinton, Hudson, Marlboro, Pepperell, Shirley, Stow, Townsend)

	Rates	Fringes
ELECTRICIAN.....	\$ 44.07	11%+22.53
Teledata System Installer.....	\$ 30.10	25.32

 * ELEC0099-001 06/01/2020

BRISTOL (Attleboro, North Attleboro, Seekonk)

	Rates	Fringes
ELECTRICIAN.....	\$ 41.61	60.24%
Teledata System Installer.....	\$ 31.21	13.1%+14.93

 * ELEC0103-001 03/01/2020

ESSEX; MIDDLESEX (Excluding Ashby, Ashland, Ayer, Ft. Devens, Groton, Hopkinton, Hudson, Marlboro, Pepperell, Shirley, Stow, Townsend); NORFOLK (Excluding Avon, Holbrook, Plainville, Randolph, Stoughton) SUFFOLK

	Rates	Fringes
Teledata System Installer.....	\$ 40.13	34.47

 * ELEC0103-002 03/01/2020

ESSEX (Amesbury, Andover, Boxford, Georgetown, Groveland, Haverhill, Lawrence, Merrimac, Methuen, Newbury, Newburyport, North Andover, Rowley, Salisbury, West Newbury); MIDDLESEX (Bedford, Billerica, Boxboro, Burlington, Carlisle, Chelmsford, Dracut, Dunstable littleton, Lowell, North Reading, Tewksbury, Tyngsboro, Westford, Wilmington)

Rates Fringes

ELECTRICIAN.....\$ 53.50 38.00

* ELEC0103-004 03/01/2020

ESSEX (Beverly, Danvers, Essex, Gloucester, Hamilton, Ipswich, Manchester, Marblehead, Middleton, Peabody, Rockport, Salem, Topsfield, Wenham)

Rates Fringes

ELECTRICIAN.....\$ 53.50 38.00

* ELEC0103-005 03/01/2020

ESSEX (Lynn, Lynnfield, Nahant, Saugus, Swampscott); MIDDLESEX (Acton, Arlington, Belmont, Cambridge, Concord, Everett, Framingham, Holliston, Lexington, Lincoln, Malden, Maynard, Medford, Melrose, Natick, Newton, Reading, Sherborn, Somerville, Stoneham, Sudbury, Wakefield, Waltham, Watertown, Wayland, Weston, Winchester, Woburn); NORFOLK (Bellingham, Braintree, Brookline, Canton, Cohasset, Dedham, Dover, Foxboro, Frankoin, Medfield, Medway, Millis, Milton, Needham, Norfolk, Norwood, Quincy, Sharon, Walpole, Wellesley, Westwood, Weymouth, Wrentham); PLYMOUTH (Hingham and Hull);SUFFOLK

Rates Fringes

ELECTRICIAN.....\$ 53.50 38.00

ELEC0104-001 09/03/2017

Rates Fringes

Line Construction:

Cableman.....\$ 38.45 18.42+A
Equipment Operator.....\$ 38.45 22.50+A
Groundman.....\$ 24.88 10.24+A
Lineman.....\$ 45.23 25.71+A

A. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Christmas Day and Columbus Day, provided the employee has been employed 5 working days prior to any one of the listed holidays.

ELEC0223-005 03/01/2020

BARNSTABLE; BRISTOL (Except Attleboro, North Attleboro, Seekonk); DUKES; NANTUCKET AND NORFOLK (Avon, Halbrook,

Plainville, Randolph, Stoughton)

	Rates	Fringes
ELECTRICIAN.....	\$ 42.87	31.18%+12.15

ELEC0223-006 03/01/2020		

BARNSTABLE; BRISTOL (Except Attleboro, North Attleboro, Seekonk); DUKES; NANTUCKET AND NORFOLK (Avon, Halbrook, Plainville, Randolph, Stoughton)

	Rates	Fringes
Teledata System Installer.....	\$ 36.27	31.09%+11.90

ELEV0004-001 01/01/2020		

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 61.42	34.765

FOOTNOTE FOR ELEVATOR MECHANICS:

- a. Vacation: 6%/under 5 years based on regular hourly rate for all hours worked. 8%/over 5 years based on regular hourly rate for all hours worked.
- b. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

* ENGI0004-001 06/01/2020

	Rates	Fringes
Power equipment operators:		
Group 1.....	\$ 49.33	29.75
Group 2.....	\$ 48.81	29.75
Group 3.....	\$ 32.72	29.75
Group 4.....	\$ 40.30	29.75
Group 5.....	\$ 23.13	29.75
Group 6.....	\$ 27.79	29.75

FOOTNOTE FOR POWER EQUIPMENT OPERATORS:

- A. PAID HOLIDAYS: New Year's Day, Washington's Birthday, Labor Day, Memorial Day, Independence Day, Patriot's Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day

HOURLY PREMIUM FOR BOOM LENGTHS (Including Jib):

- Over 150 ft. +2.18
- Over 185 ft. +3.84
- Over 210 ft. +5.39

Over 250 ft. +8.16
 Over 295 ft. +11.29
 Over 350 ft. +13.14

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

Group 1: Crane; shovel; truck crane; cherry picker; dragline; trench hoe; backhoe; three drum machine; derrick; pile driver; elevator tower; hoist; gradall; shovel dozer; front end loader; fork lift; sugar; boring machine; rotary drill; post hole hammer; post hole digger; pumpcrete machine; asphalt plant (on site); concrete batching and/or mixing plant (on site); crusher plant (on site); paving concrete mixer; timber jack

Group 2: Sonic or vibratory hammer; grader; scraper; tandem scraper; concrete pump; bulldozer; tractor; york rake; mulching machine; portable steam boiler; portable steam generator; roller; spreader; tamper (self propelled or tractor drawn); asphalt paver; mechanic - maintenance; paving screed machine; stationary steam boiler; paving concrete finishing machine; cal truck; ballast regulator; switch tamper; rail anchor machine; tire truck

Group 3: Pumps (1-3 grouped); compressor; welding machine (1-3 grouped); generator; concrete vibrator; heater (power driven 1- 5); well point system (operating); syphon-pulsometer; concrete mixer; valves controlling permanent plant air or steam; conveyor; Jackson type tamper; single diaphragm pump; lighting plant

Group 4: Assistant engineer (fireman)

Group 5: Oiler (other than truck cranes and gradalls)

Group 6: Oiler (on truck cranes and gradalls) stant engineer (on truck crane and gradall)

 * IRON0007-006 09/16/2019

AREA 1: BRISTOL (Easton); ESSEX (Beverly, Gloucester, Lynn, Lynnfield, Manchester, Marblehead, Nahant, Rockport, Salem, Saugus, Swampscott); MIDDLESEX (Arlington, Bedford, Belmont, Burlington, Cambridge, Carlisle, Concord, Dunstable, Everett, Framingham, Lexington, Lincoln, Malden, Maynard, Medford, Melrose, Natick, Newton, Reading, Sherborn, Somerville, Stoneham, Sudbury, Wakefield, Waltham, Watertown, Wayland, Weston, Winchester, Woburn); NORFOLK (Except Medway); SUFFOLK

AREA 2: ESSEX (Amesbury, Andover, Boxford, Danvers, Essex, Georgetown, Hamilton, Haverhill, Ipswich, Lawrence, Merrimac, Methuen, Newbury, Newburyport, North Andover, Rowley, Salisbury, Topsfield, Wenham, West Newbury); MIDDLESEX (Action, Billerica, Chelmsford, Dracut, Groton, Groveland, Littleton, Lowell, Middleton, North Reading, Pepperell, Tewksbury, Tyngsboro, Westford, Wilmington)

Rates Fringes

Ironworkers:

AREA 1.....	\$ 47.39	32.81
AREA 2.....	\$ 42.98	32.81

 * IRON0007-010 09/16/2019

MIDDLESEX (Ashby, Ashland, Ayer, Boxboro, Holliston, Hopkinton, Hudson, Marlboro, Shirley, Stow, Townsend); NORFOLK (Medway)

	Rates	Fringes
IRONWORKER.....	\$ 47.09	32.81

 * IRON0037-005 09/16/2019

BARNSTABLE; BRISTOL (Acushnet, Attleboro, Berkley, Dartmouth, Dighton, Fairhaven, Fall River, Freetown, Mansfield, New Bedford, North Attleboro, Norton, Raynham, Rehoboth, Seekonk, Somerset, Swansea, Taunton, Westport); DUKES; NANTUCKET; NORFOLK (Billingham, Franklin, Plainville, Wrentham)

	Rates	Fringes
IRONWORKER.....	\$ 36.27	28.98

 LABO0014-001 06/01/2018

	Rates	Fringes
Plasterer tender BARNSTABLE, BRISTOL, DUKES, ESSEX, NANTUCKET, MIDDLESEX (with the exception of Arlington, Belmont, Burlington, Cambridge, Everett, Malden, Medford, Melrose, Reading, Somerville, Stoneham, Wakefield, Winchester, Winthrop and Woburn); NORFOLK (with the exception of Brookline Dedham and Milton) COUNTIES. SUFFOLK COUNTY (Boston, Chelsea, Revere, Winthrop, Deer Island, Nut Island); MIDDLESEX COUNTY (Arlington, Belmont, Burlington, Cambridge, Everett, Malden, Medford, Melrose, Reading, Somerville, Stoneham,	\$ 33.25	22.92

Wakefield, Winchester,
 Winthrop and Woburn only);
 NORFOLK COUNTY (Brookline,
 Dedham, and Milton only)....\$ 38.00 24.10

 * LABO0022-009 06/01/2020

SUFFOLK COUNTY (Boston, Chelsea, Revere, Winthrop, Deer & Nut
 Islands); MIDDLESEX COUNTY (Arlington, Belmont, Burlington,
 Cambridge, Everett, Malden, Medford, Melrose, Reading,
 Somerville, Stoneham, Wakefield, Winchester, Winthrop, and
 Woburn only); NORFOLK COUNTY (Brookline, Dedham, and Milton
 only)

Rates Fringes

Laborers:

Group 1.....	\$ 38.00	24.10
GROUP 1.....	\$ 39.15	27.04
Group 2.....	\$ 38.25	24.10
GROUP 2.....	\$ 39.40	27.04
Group 3.....	\$ 38.75	24.10
GROUP 3.....	\$ 39.90	27.04
Group 4.....	\$ 39.00	24.10
GROUP 4.....	\$ 40.15	27.04
Group 5.....	\$ 38.75	24.10
GROUP 5.....	\$ 39.90	27.04
Group 6.....	\$ 39.00	24.10
Group 7.....	\$ 21.50	24.10

LABORERS CLASSIFICATIONS

GROUP 1: Laborers; Carpenter Tenders

GROUP 2: Jackhammer operator; pavement breaker; asphalt
 raker carbide core drilling machine; chain saw operator;
 pipelayer; barco type jumping tampers; laser beam; concrete
 pump; mason tender; motorized mortar mixer; ride-on
 motorized buggy; fence and beam rail erector

GROUP 3: Air track, block paver; rammer; curb setter,
 hydraulic and similar self-powered drills

GROUP 4: Blaster; powderman

GROUP 5: Pre-cast floor and roof plank erector

GROUP 6: Asbestos removal laborers/haz-mat laborers

GROUP 7: Flaggers

 * LABO0022-010 06/01/2020

Counties of BARNSTABLE; BRISTOL; DUKES; ESSEX; NANTUCKET; MIDDLESEX (with the exception of Arlington, Belmont, Burlington, Cambridge, Everett, Malden, Medford, Melrose, Reading, Somerville, Stoneham, Wakfield, Winchester, Winthrop and Woburn); NORFOLK (with the exception of Brookline, Dedham and Milton)

	Rates	Fringes
Laborers:		
Group 1.....	\$ 33.25	22.92
GROUP 1.....	\$ 34.06	25.72
Group 2.....	\$ 33.50	22.92
GROUP 2.....	\$ 34.31	25.72
Group 3.....	\$ 34.00	22.92
GROUP 3.....	\$ 34.81	25.72
Group 4.....	\$ 34.25	22.92
GROUP 4.....	\$ 35.06	25.72
Group 5.....	\$ 34.00	22.92
GROUP 5.....	\$ 39.90	25.72
Group 6.....	\$ 34.25	22.92

LABORERS CLASSIFICATIONS

GROUP 1: Laborers; Carpenter Tenders

GROUP 2: Jackhammer operator; pavement breaker; asphalt raker carbide core drilling machine; chain saw operator; pipelayer; barco type jumping tampers; laser beam; concrete pump; mason tender; motorized mortar mixer; ride-on motorized buggy; fence and beam rail erector

GROUP 3: Air track, block paver; hammer; curb setter, hydraulic and similar self-powered drills

GROUP 4: Blaster; powderman

GROUP 5: Pre-cast floor and roof plank erector

GROUP 6: Asbestos removal laborers/haz-mat laborers

LABO1421-004 06/01/2018

BARNSTABLE, BRISTOL, DUKES, ESSEX, MIDDLESEX, NANTUCKET NORFOLK AND SUFFOLK COUNTIES

	Rates	Fringes
Laborers: (Wrecking)		
Group 1.....	\$ 38.15	24.10
Group 2.....	\$ 38.90	24.10
Group 3.....	\$ 39.15	24.10

Group 4.....	\$ 34.15	24.10
Group 5.....	\$ 37.25	24.10
Group 6.....	\$ 38.15	24.10

- Group 1: Adzeman, Wrecking Laborer.
- Group 2: Burners, Jackhammers.
- Group 3: Small Backhoes, Loaders on tracks, Bobcat Type Loaders, Hydraulic ""Brock"" Type Hammer Operators, Concrete Cutting Saws.
- Group 4: Yardman (Salvage Yard Only).
- Group 5: Yardman, Burners, Sawyers.
- Group 6: Asbestos, Lead Paint, Toxic and Hazardous Waste.

* PAIN0011-007 06/01/2020

BARNSTABLE, BRISTOL, DUKES, AND NANTUCKET COUNTIES

	Rates	Fringes
GLAZIER.....	\$ 39.18	22.55+A

FOOTNOTE:

A. PAID HOLIDAY: LABOR DAY (provided employee has worked any part of the week prior to Labor Day and any part of the week after Labor Day)

PAIN0035-004 01/01/2019

BARNSTABLE; BRISTOL; ESSEX; NANTUCKET; DUKES; COUNTIES; REMAINDER OF NORFOLK; MIDDLESEX AND SUFFOLK COUNTIES

	Rates	Fringes
PAINTER		
NEW CONSTRUCTION:		
Brush, Taper.....	\$ 39.86	30.25
Spray, Sandblast.....	\$ 41.26	30.25
REPAINT:		
Brush, Taper.....	\$ 37.92	30.25
Spray, Sandblast.....	\$ 39.32	30.25

PAIN0035-013 01/01/2019

MIDDLESEX (Cambridge, Everett, Malden, Medford, Somerville)
SUFFOLK COUNTY (Boston, Chelsea) NORFOLK COUNTY (Brookline)

	Rates	Fringes
PAINTER		
NEW CONSTRUCTION:		
Brush, Taper.....	\$ 45.65	30.25

Spray, Sandblast.....	\$ 47.05	30.25
REPAINT:		
Brush, Taper.....	\$ 43.71	30.25
Spray, Sandblast.....	\$ 45.11	30.25

 PAIN0035-020 01/01/2019

ESSEX; MIDDLESEX; NORFOLK; SUFFOLK

	Rates	Fringes
GLAZIER.....	\$ 39.86	30.25

 * PLAS0534-001 01/01/2020

ESSEX; MIDDLESEX; NORFOLK AND SUFFOLK COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 43.00	37.66

 * PLAS0534-004 01/01/2020

MIDDLESEX; NORFOLK AND SUFFOLK COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 43.00	37.66

 * PLUM0004-001 03/01/2020

MIDDLESEX (Ashby, Ayer-West of Greenville branch of Boston and
 Maine Railroad, Ft. Devens, Groton, Shirley, Townsend)

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 46.16	26.61

 PLUM0012-005 09/02/2019

ESSEX (Ames, Andover, Beverly, Boxford, Byfield, Danvers,
 Essex, Georgetown, Gloucester, Groveland, Hamilton, Haverhill,
 Ipswich, Lawrence, Manchester, Marblehead, Merrimac, Methuen,
 Middleton, Newbury, Newburyport, North Andover, Peabody,
 Rockport, Rowley, Salem, Salisbury, Topsfield, Wenham, West
 Newbury)

	Rates	Fringes
PLUMBER.....	\$ 53.61	30.43

 PLUM0012-007 09/02/2019

ESSEX (Lynn, Lynnfield, Nahant, Saugus, and Swampscott);
 MIDDLESEX (Acton, Arlington, Ashford, Ayer-except west of
 Greenville Branch of Boston & Maine Rail Road, Bedford,
 Belmont, Billerica, Boxboro, Burlington, Cambridge, Carlise,
 Chelmsford, Concord, Dracut, Dunstable, Everett, Framingham,
 Hudson, Holliiston, Hopkinton, Lexington, Lincoln, Littleton,
 Lowell, Malden, Marlboro, Maynard, Medford, Melrose, Natick,
 Newton, North Reading, Pepperell, Reading, Sherborn,
 Somerville, Stoneham, Stow, Sudbury, Tewksbury, Tyngsboro,
 Wakefield, Watham, Watertown, Wayland, Westford, Wilmington,
 Winchester and Woburn), NORFOLK (Bellingham, Braintree,
 Brookline, Canton, Cohasset, Dedham, Dover, Foxboro, Franklin,
 Medford, Medway, Millis, Milton, Needham, Norfolk, Norwood,
 Plainville, Quincy, Sharon, Walpole, Wellesley, Westwood,
 Weymouth and Wrentham); PLYMOUTH (Hingham, Hull, Scituate);
 SUFFOLK; WORCESTER (Hopedale and Southboro)

	Rates	Fringes
PLUMBER.....	\$ 57.59	30.43

PLUM0051-004 09/01/2018		

BARNSTABLE; BRISTOL; DUKES; NANTUCKET; AND NORFOLK (Avon,
 Holbrook, Randolph, Stoughton) COUNTIES

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 42.04	29.91

* PLUM0537-005 03/01/2020		

ESSEX (Ames, Andover, Beverly, Boxford, Byfield, Danvers,
 Essex, Georgetown, Gloucester, Groveland, Hamilton, Haverhill,
 Ipswich, Lawrence, Lynn, Lynnfield, Manchester, Marblehead,
 Merrimac, Methuen, Middleton, Nahant, Newbury, Newburyport,
 North Andover, Peabody, Rockport, Rowley, Salem, Salisbury,
 Saugus, Swampscott, Topsfield, Wenham, West Newbury); MIDDLESEX
 (Acton, Arlington, Ashford, Ayer-except west of Greenville
 Branch of Boston & Maine Rail Road, Bedford, Belmont,
 Billerica, Boxboro, Burlington, Cambridge, Carlise,
 Chelmsford, Concord, Dracut, Dunstable, Everett, Framingham,
 Hudson, Holliiston, Hopkinton, Lexington, Lincoln, Littleton,
 Lowell, Malden, Marlboro, Maynard, Medford, Melrose, Natick,
 Newton, North Reading, Pepperell, Reading, Sherborn,
 Somerville, Stoneham, Stow, Sudbury, Tewksbury, Tyngsboro,
 Wakefield, Watham, Watertown, Wayland, Westford, Wilmington,
 Winchester and Woburn), NORFOLK (Bellingham, Braintree,
 Brookline, Canton, Cohasset, Dedham, Dover, Foxboro, Franklin,
 Medford, Medway, Millis, Milton, Needham, Norfolk, Norwood,
 Plainville, Quincy, Sharon, Walpole, Wellesley, Westwood,
 Weymouth and Wrentham); PLYMOUTH (Hingham, Hull, Scituate);
 SUFFOLK; WORCHESTER (Hopedale and Southboro)

	Rates	Fringes
PIPEFITTER.....	\$ 54.94	34.21

* ROOF0033-001 03/01/2020

	Rates	Fringes
Roofers: All Tear-off and/or removal of any types of roofing and all spudding, sweeping, vacuuming and/or cleanup of any and all areas of any type where a roof is to be relaid.....	\$ 45.67	28.25

SFMA0550-001 01/01/2020

BRISTOL (Portion within 35 mile radius from Boston City Hall;
ESSEX; MIDDLESEX (Except Ashby, Townsend, and portions of
Pepperell and Shirley beyond 35 mile radius from Boston City
Hall); NORFOLK; PLYMOUTH (Portion within 35 mile radius of
Boston City Hall); SUFFOLK

	Rates	Fringes
SPRINKLER FITTER.....	\$ 60.07	30.29+a

a. PAID HOLIDAYS: Memorial Day, July 4th, Labor Day,
Thanksgiving Day and Christmas Day, provided the employee
has been in the employment of a contractor 20 working days
prior to any such paid holiday.

SFMA0550-002 01/01/2020

BRISTOL (Seekonk, Swansea, and Somerset)

	Rates	Fringes
SPRINKLER FITTER.....	\$ 54.06	30.29+a

a. PAID HOLIDAYS: Memorial Day, July 4th, Labor Day,
Thanksgiving Day and Christmas Day, provided the employee
has been in the employment of a contractor 20 working days
prior to any such paid holiday.

* SFMA0669-001 04/01/2020

BARNSTABLE; BRISTOL (Beyond 35 mile radius of Boston City

Hall); DUKES; MIDDLESEX (Ashby, Townsend, portions of Pepperell and Shirley beyond 35 mile radius of Boston City Hall); NANTUCKET; PLYMOUTH (Beyond 35 mile radius of Boston City Hall)

	Rates	Fringes
SPRINKLER FITTER.....	\$ 41.61	36.86

 * SHEE0017-003 02/01/2020

BRISTOL (Attleboro, Berkley, Easton, Mansfield, North Attleboro, Norton, Raynham, Taunton); ESSEX; MIDDLESEX; NORFOLK; PLYMOUTH (except except Marion, Mattapoisett, Rochester, Wareham); SUFFOLK

	Rates	Fringes
Sheet metal worker.....	\$ 49.36	44.03

 * SHEE0017-007 02/01/2020

BARNSTABLE; BRISTOL (Acushnet, Assonet, Dartmouth, Dighton, Fairhaven, Fall River, Freetown, New Bedford, Rehoboth, Seekonk, Somerset, Swansea, Westport); DUKES; AND NANTUCKET

	Rates	Fringes
Sheet metal worker.....	\$ 49.36	44.03

 TEAM0379-001 06/01/2019

	Rates	Fringes
Truck drivers:		
Group 1.....	\$ 34.08	25.1125+A+B
Group 2.....	\$ 34.25	25.1125+A+B
Group 3.....	\$ 34.32	25.1125+A+B
Group 4.....	\$ 34.44	25.1125+A+B
Group 5.....	\$ 34.54	25.1125+A+B
Group 6.....	\$ 34.83	25.1125+A+B
Group 7.....	\$ 35.12	25.1125+A+B

POWER TRUCKS \$.25 DIFFERENTIAL BY AXLE
 TUNNEL WORK (UNDERGROUND ONLY) \$.40 DIFFERENTIAL BY AXLE
 HAZARDOUS MATERIALS (IN HOT ZONE ONLY) \$2.00 PREMIUM

TRUCK DRIVERS CLASSIFICATIONS

Group 1: Station wagons; panel trucks; and pickup trucks

Group 2: Two axle equipment; & forklift operator

Group 3: Three axle equipment and tireman

Group 4: Four and Five Axle equipment

Group 5: Specialized earth moving equipment under 35 tons other than conventional type trucks; low bed; vachual; mechanics, paving restoration equipment

Group 6: Specialized earth moving equipment over 35 tons

Group 7: Trailers for earth moving equipment (double hookup)

FOOTNOTES:

A. PAID HOLIDAYS: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Patriot's Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day

B. PAID VACATION: Employees with 4 months to 1 year of service receive 1/2 day's pay per month; 1 week vacation for 1 - 5 years of service; 2 weeks vacation for 5 - 10 years of service; and 3 weeks vacation for more than 10 years of service

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.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses

(29CFR 5.5 (a) (1) (ii)).

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

END OF GENERAL DECISION"

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.204-13	System for Award Management Maintenance	OCT 2018
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2016
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.	DEC 2019
52.219-6 (Dev)	Notice of Total Small Business Set-Aside (DEVIATION 2020-O0008).	MAR 2020
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
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment	JUN 2020
52.222-27	Affirmative Action Compliance Requirements for Construction	APR 2015
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	JUN 2020
52.228-11	Pledges Of Assets	AUG 2018
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
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
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
52.236-21	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
52.246-12	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
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
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
252.225-7048	Export-Controlled Items	JUN 2013
252.227-7033	Rights in Shop Drawings	APR 1966
252.232-7004	DOD Progress Payment Rates	OCT 2014
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

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 **14** calendar days after the date the Contractor receives the notice to contract award, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **120** days from contract award. The time stated for completion shall include final cleanup of the premises.

(End of clause)

52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (JUN 2020)

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

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

(i) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(ii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iii) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

- (iv) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
 - (v) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
 - (vi) 52.222-26, Equal Opportunity (SEPT 2016) (E.O. 11246).
 - (vii) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
 - (viii) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
 - (ix) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78 (19 U.S.C. 3805 note)).
- (2) Listed below are additional clauses that apply:
- (i) 52.232-1, Payments (APR 1984).
 - (ii) 52.232-8, Discounts for Prompt Payment (FEB 2002).
 - (iii) 52.232-11, Extras (APR 1984).
 - (iv) 52.232-25, Prompt Payment (JAN 2017).
 - (v) 52.232-39, Unenforceability of Unauthorized Obligations (JUN 2013).
 - (vi) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (DEC 2013).
 - (vii) 52.233-1, Disputes (MAY 2014).
 - (viii) 52.244-6, Subcontracts for Commercial Items (JUN 2020).
 - (ix) 52.222-55, Minimum Wages Under Executive Order 13658 (MAR 2016) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States (the 50 States and the District of Columbia)).
- (b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:
- (1) The clauses listed below implement provisions of law or Executive order:
- (i) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note) (Applies to contracts valued at or above the threshold specified in FAR 4.1403(a) on the date of award of this contract).
 - (ii) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2020) (E.O. 13126) (Applies to contracts for supplies exceeding the micro-purchase threshold, as defined in FAR 2.101 on the date of award of this contract).
 - (iii) 52.222-20, Contracts for Materials, Supplies, Articles, and Equipment (JUN 2020) (41 U.S.C. chapter 65) (Applies to supply contracts over the threshold specified in FAR 22.602 on the date of award of this contract, in the United States, Puerto Rico, or the U.S. Virgin Islands).
 - (iv) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212) (Applies to contracts valued at or above the threshold specified in FAR 22.1303(a) on the date of award of this contract).

(v) 52.222-36, Equal Employment for Workers with Disabilities (JUN 2020) (29 U.S.C. 793) (Applies to contracts over the threshold specified in FAR 22.1408(a) on the date of award of this contract, unless the work is to be performed outside the United States by employees recruited outside the United States). (For purposes of this clause, "United States" includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(vi) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212) (Applies to contracts valued at or above the threshold specified in FAR 22.1303(a) on the date of award of this contract).

(vii) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67) (Applies to service contracts over \$2,500 that are subject to the Service Contract Labor Standards statute and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer Continental Shelf).

(viii)(A) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627) (Applies to all solicitations and contracts).

(B) Alternate I (MAR 2015) (Applies if the Contracting Officer has filled in the following information with regard to applicable directives or notices: Document title(s), source for obtaining document(s), and contract performance location outside the United States to which the document applies).

(ix) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (Executive Order 13658) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States (the 50 States and the District of Columbia)).

(x) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States (the 50 States and the District of Columbia.))

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

(xii) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (June, 2016) (E.O. 13693)(applies to contracts for products as prescribed at FAR 23.804(a)(1)).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792) (Applies to contracts greater than the threshold specified in FAR 26.404 on the date of award of this contract, that provide for the provision, the service, or the sale of food in the United States).

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

(A) Delivered;

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

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

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

(xv) 52.223-20, Aerosols (June, 2016) (E.O. 13693) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons as a propellant or as a solvent; or contracts for maintenance or repair of electronic or mechanical devices).

(xvi) 52.223-21, Foams (June, 2016) (E.O. 13693) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons as a foam blowing agent; or contracts for construction of buildings or facilities.

(xvii) 52.225-1, Buy American--Supplies (MAY 2014) (41 U.S.C. chapter 67) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold, as defined in FAR 2.101 on the date of award of this contract, and the acquisition--

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

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

(xviii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792) (Applies to contracts greater than the threshold specified in FAR 26.404 on the date of award of this contract, that provide for the provision, the service, or the sale of food in the United States).

(xix) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (OCT 2018) (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the System for Award Management (SAM) as its source of EFT information.)

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

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

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

(i) 52.204-21, Basic Safeguarding of Covered Contractor Information Systems (June, 2016) (Applies to contracts when the contractor or a subcontractor at any tier may have Federal contract information residing in or transiting through its information system.

(ii) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JUN 2020) (Applies to contracts over the threshold specified in FAR 9.405-2(b) on the date of award of this contract).

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

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

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

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

<https://www.acquisition.gov/>

d,f,g, DELETED

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

(End of clause)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (MAY 2020)

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

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

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

(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 a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(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 [X] is, [] is not a small business concern under NAICS Code 238160 assigned to contract number W912WJ20PXXXX.

(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)

52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEP 2013)

(a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless--

(1) The product cannot be acquired--

(i) Competitively within a time frame providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 3201.3(e)). For example, all USDA-designated items are exempt from the preferred procurement requirement for the following:

(i) Spacecraft system and launch support equipment.

(ii) Military equipment, i.e., a product or system designed or procured for combat or combat-related missions.

(b) Information about this requirement and these products is available at <http://www.biopreferred.gov>.

(c) In the performance of this contract, the Contractor shall--

(1) Report to <http://www.sam.gov>, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and

(2) Submit this report no later than--

(i) October 31 of each year during contract performance; and

(ii) At the end of contract performance.

(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.

NONE

- (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)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(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 **DFARS** (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)

252.236-7001 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	Drawing No.
Figures 1-10		
Photos 1-6		

(End of clause)

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

252.204-7008 Compliance With Safeguarding Covered Defense Information OCT 2016 Controls

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 \$16.5 million.
- (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:
- () 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:

[Contracting Officer check as appropriate.]

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)

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)

252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (NOV 2011)

(a) Definition. Covered DoD official is defined in the clause at 252.203-7000, Requirements Relating to Compensation of Former DoD Officials.

(b) By submission of this offer, the offeror represents, to the best of its knowledge and belief, that all covered DoD officials employed by or otherwise receiving compensation from the offeror, and who are expected to undertake activities on behalf of the offeror for any resulting contract, are presently in compliance with all post-employment restrictions covered by 18 U.S.C. 207, 41 U.S.C. 2101-2107, and 5 CFR parts 2637 and 2641, including Federal Acquisition Regulation 3.104-2.

(End of provision)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (APR 2020)

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

(iii) 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.

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

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

(vi) 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.

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

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

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

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

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

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

(iii) 252.225-7020, Trade Agreements Certificate.

Use with Alternate I.

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

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

Use with Alternate I.

___ Use with Alternate II.

___ Use with Alternate III.

___ Use with Alternate IV.

___ Use with Alternate V.

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

FAR/DFARS Clause #	Title	Date	Change

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

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	JUL 2016
52.204-22	Alternative Line Item Proposal	JAN 2017

CLAUSES INCORPORATED BY FULL TEXT

52.003-4015 MAGNITUDE OF PROJECT

The estimated cost of the work is less than \$25,000.

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
1.6 (Bristol County)	6.9 (Nationwide)

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 **Massachusetts, Bristol County, New Bedford.**

(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:

Name: Andrew Cattano
Address: 396 Gifford Street, New Bedford, MA 02744
Telephone: 978-318-8329

(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://www.acquisition.gov/>

(End of provision)

FIGURE 1

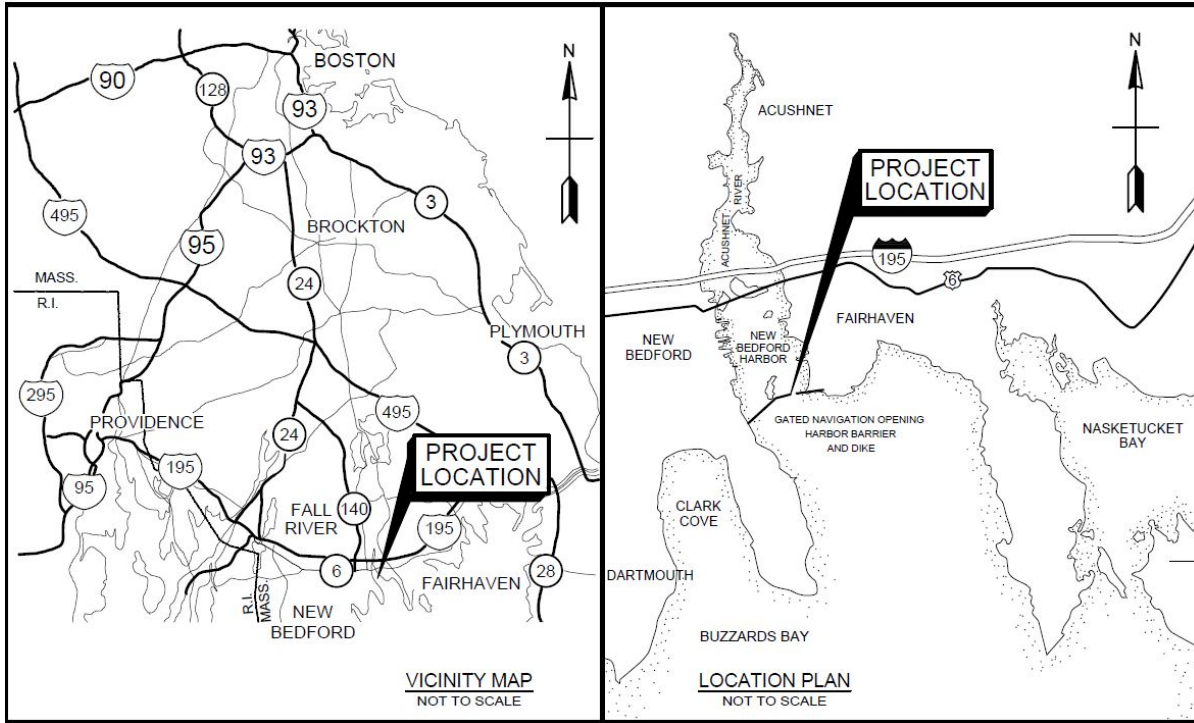


Figure 1 shows general location of the New Bedford Hurricane Project.

FIGURE 2



Figure 2 shows general location of Operating House #1 with access via road on dike.

FIGURE 3



Figure 3 shows area of roof repair on Operating House #1, looking north.

FIGURE 4

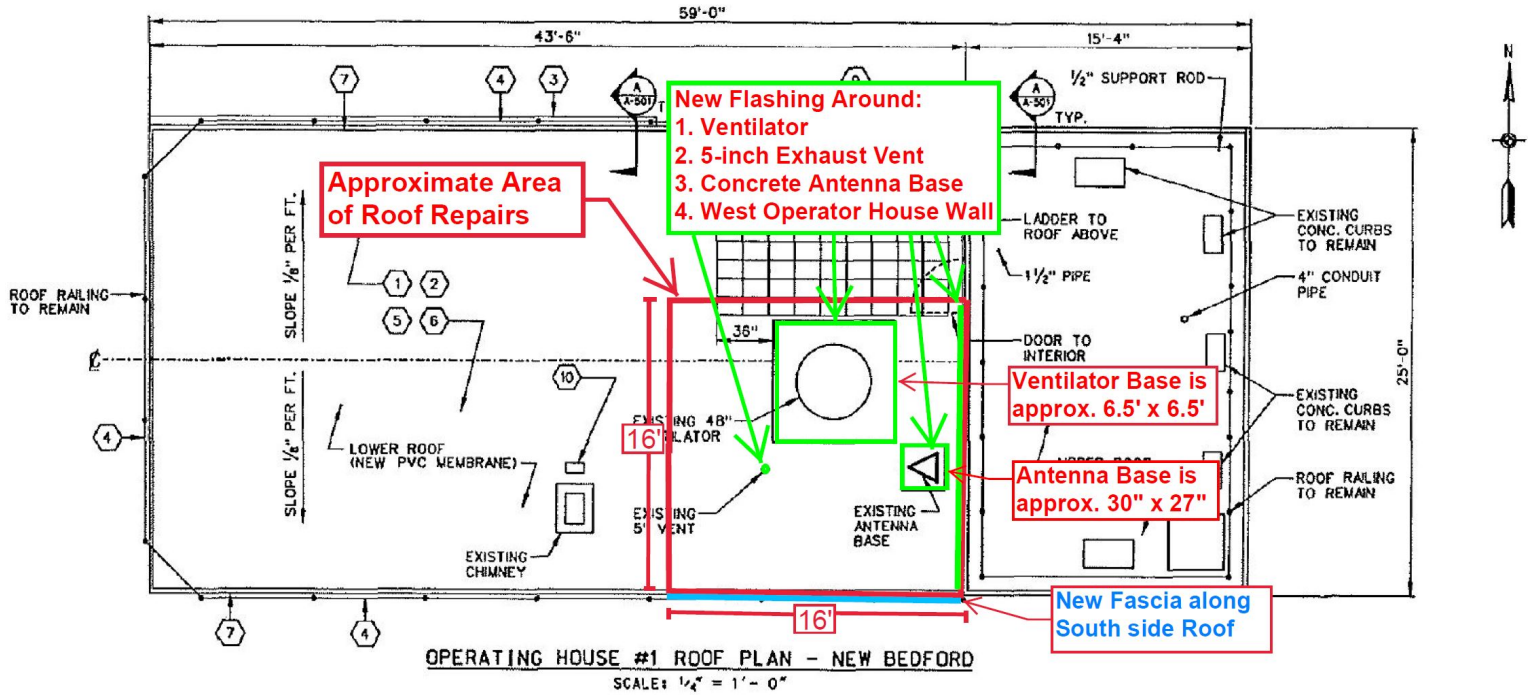


Figure 4 shows plan view of roof repair area.

FIGURE 5

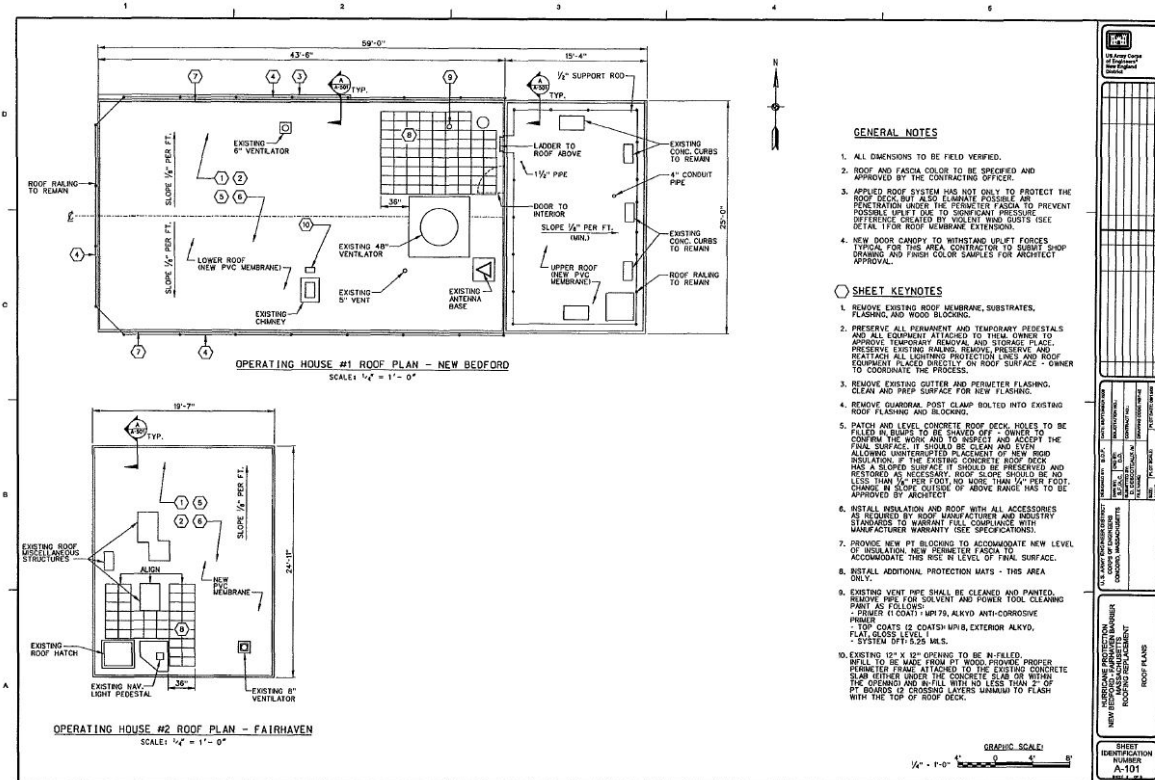


Figure 5 shows reference Drawing 1 for existing roof installed in 2010.

FIGURE 6

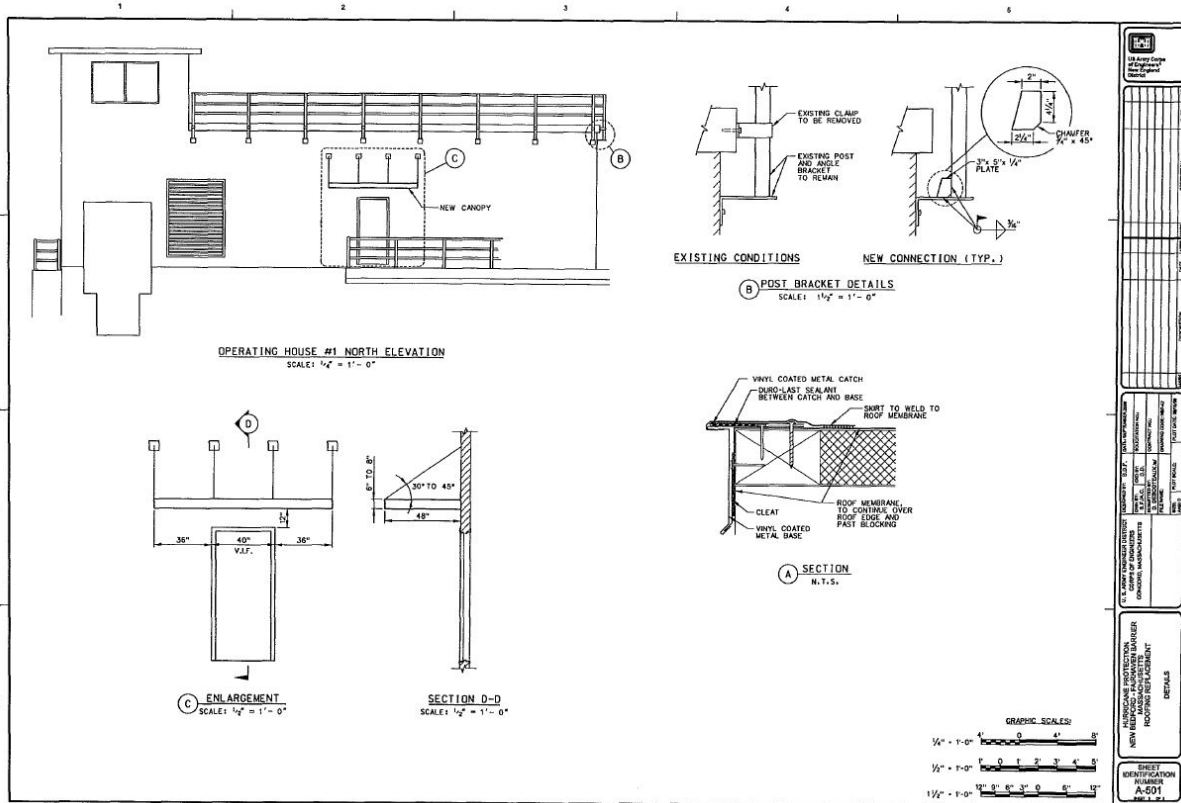


Figure 6 shows reference Drawing 2 for existing roof installed in 2010.

FIGURE 7

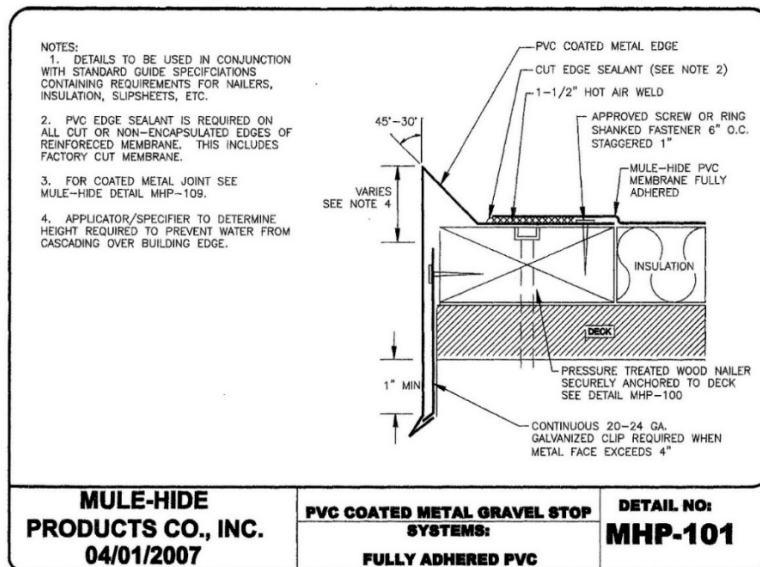


Figure 7 shows reference Drawing 3 for existing roof installed in 2010.

FIGURE 8

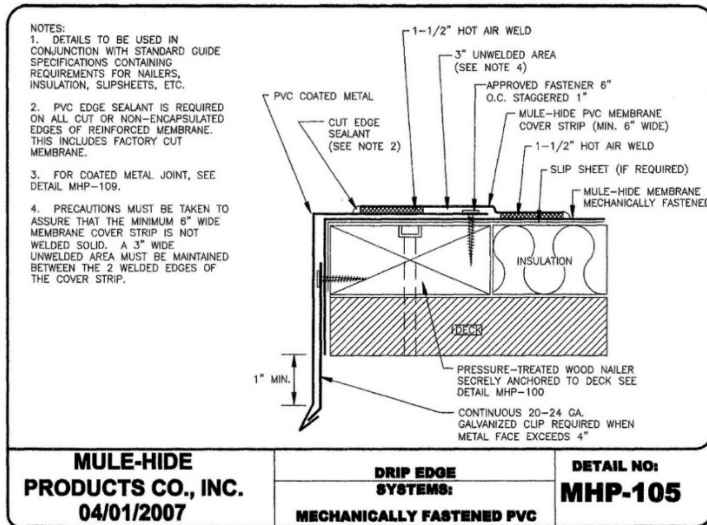


Figure 8 shows reference Drawing 4 for existing roof installed in 2010.

FIGURE 9

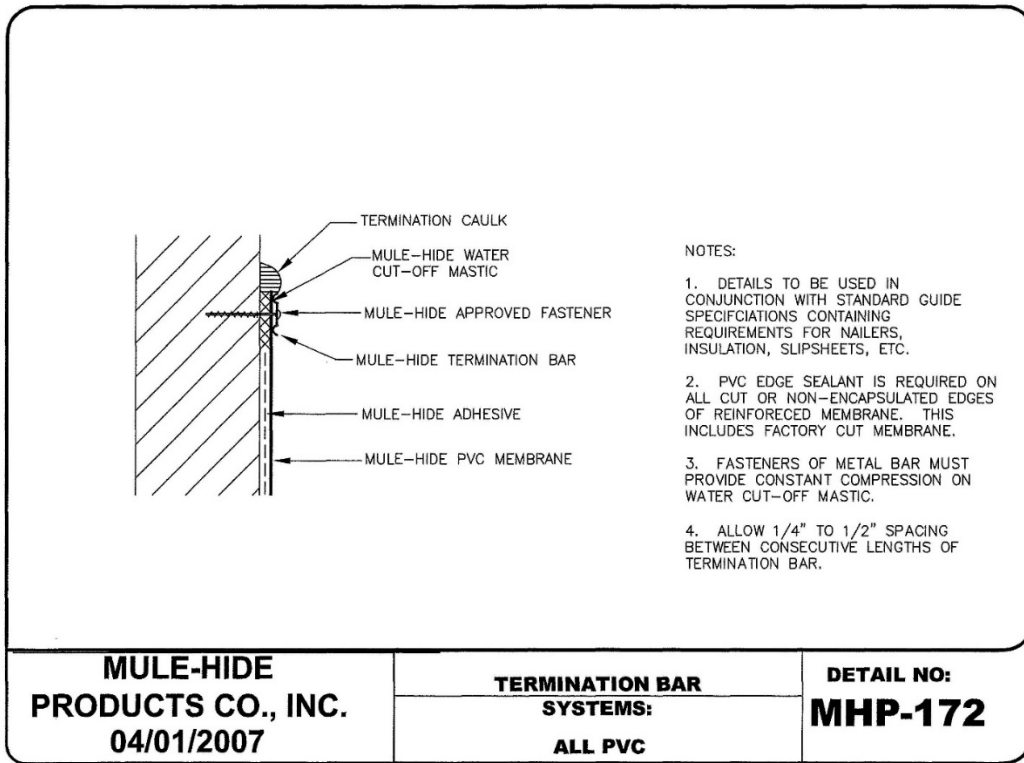
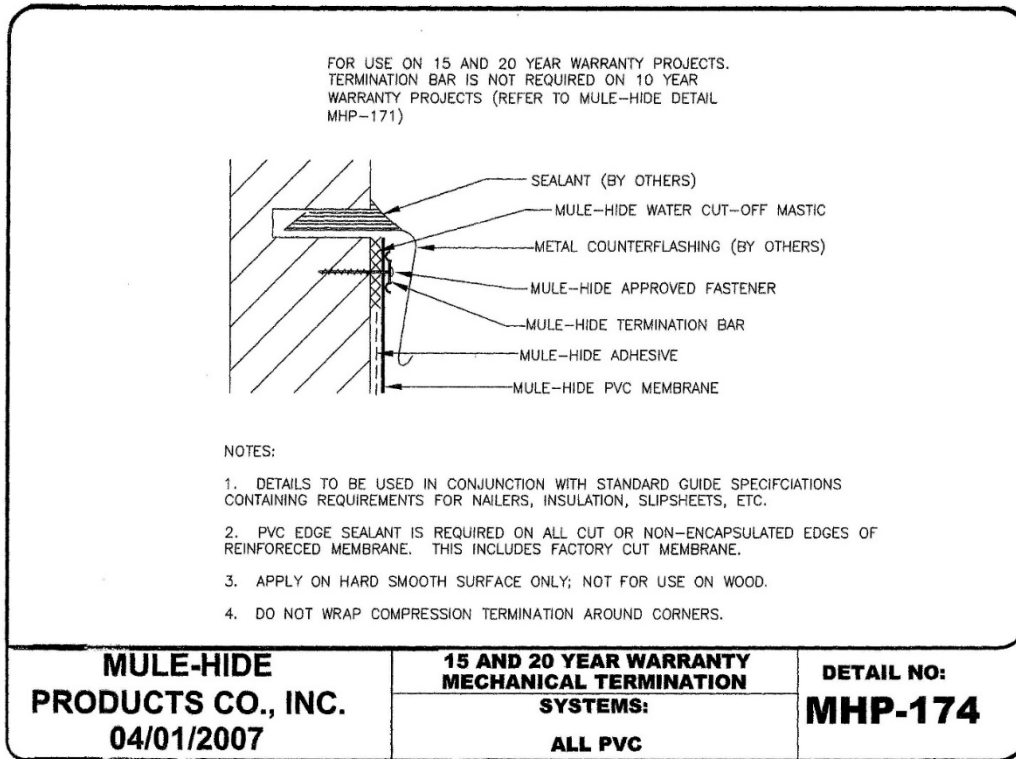


Figure 9 shows reference Drawing 5 for existing roof installed in 2010.

FIGURE 10



**Figure 10 shows reference Drawing 6 for existing roof installed in 2010.
Informational Photos**



Photo 1: Shows damaged roof and insulation after a winter storm caused an antennae to fall.



Photo 2: Shows damaged roof and insulation after a winter storm caused an antennae to fall.



Photo 3: View of damaged PVC membrane adjacent to 5-inch exhaust vent and ventilator.



Photo 4: Shows temporary patch materials with existing PVC membrane, looking south.



Photo 5: Shows temporary patch materials with existing PVC membrane, looking east.



Photo 6: Shows temporary patch materials with existing PVC membrane, looking east.

ACCIDENT PREVENTION PLAN

Project Name

Contractor Name

Contract Number

Date

Plan Preparer (Name, Title, Phone Number, & Signature):

Plan Approver (Name, Title, Phone Number, & Signature):

Plan Concurrence (Name, Title, Phone Number, & Signature):

SIGNATURE SHEET

<u>Name</u>	<u>Signature</u>	<u>Date</u>	<u>Company</u>
1.			
2.			
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18.			
19.			
20.			

b. Background Information

1. Project Description and Definable Features of Work:

2. Anticipated High Risk Activities:

3. List of Equipment/Machinery to be Used Onsite:

4. Activities Hazard Analysis have been (or will be) submitted to the GDA for all the Definable Features of Work prior to initiating each phase.

c. Statement of Safety and Health Policy

1. _____ is committed to:
 - A. The safety, health, and well-being of each and every employee, to include subcontractors;
 - B. Requiring all employees to follow all aspects of the APP and additional company safety programs/policies;
 - C. Holding all managers and supervisors accountable for the safety performance and awareness of all employees under their direction;
 - D. Performing all aspects of this project in accordance with EM 385-1-1 and OSHA regulations;
 - E. Maintaining safe and healthful working conditions;
 - F. Providing all necessary protective equipment to ensure the safety and health of site employees, subcontractors, and the public;
 - G. Providing site workers with the information and training required to make them fully aware of known and suspected hazards that may be encountered;
 - H. Encouraging active involvement of employees at all levels, during the implementation and continuous improvement of the health and safety program.
 - I. Additional Safety Policy Information:

3. Contractor Safety Goals and Objectives:

4. Contractor Accident Experience (OSHA 300 forms, or equivalent) are available if requested by the GDA.

d. Responsibilities and Lines of Authority

1. The lines of authority for this project and at the corporate level are:
(include names and titles)

2. _____ is the Site Safety and Health Officer (SSHO). He/she is responsible for enforcing the requirements of this APP for the duration of the project. The SSHO has the authority to immediately correct all areas of noncompliance and can stop work for unsafe environments.

3. _____ has submitted a 10 Hour OSHA card (or above), along with their related experience and other qualifications for review.
4. No work will be performed by _____ or any subcontractors unless the SSHO (or approved Alternate SSHO) is onsite.
5. If applicable, provide a list of Competent Persons (CPs) and their area of proficiency: Submit their trainings/qualifications for review.
(Examples: Fall Protection, Excavation/Trenching, Confined Spaces, Scaffolding, Cranes/Rigging, etc.)
6. Policies and procedures regarding noncompliance with safety requirements. _____ 's disciplinary actions for violation of safety requirements are:

e. Subcontractors and Suppliers:

1. _____ requires its subcontractors to work in a responsible and safe manner. Subcontractors for this project will be required to adhere to applicable requirements set forth in the EM 385-1-1 and this APP.

3. The following are mandatory trainings and certifications applicable to this project: (Examples: Crane Operators, CDL, Diver, SPRAT, etc.)

4. All site personnel have been briefed on the sites emergency response procedures. This includes but is not limited to:

A. Emergency Responsibilities, Communications, & Procedures:

B. Rally point(s):

C. Emergency Phone Numbers (Refer to Page 2 of the APP)

D. Locations of emergency equipment:

E. A map to closest medical facility is included with the APP.

F. Additional Emergency Information:

5. First Aid/CPR certificates, in accordance with EM 385-1-1 Section 03.A.02, have been submitted for two onsite employees:

a.

b.

6. Safety meetings/toolbox talks will be held by the SSHO/Competent Person: _____, on a weekly basis or at the beginning of each new phase of work (whichever is sooner). Minutes will be documented and will include: attendee's names, meeting duration, and topics discussed.

g. Safety and Health Inspections:

1. Daily safety and health inspections will be performed in accordance with EM 385-1-1, Section 01.A.13. These inspections will be conducted by the SSHO/Competent Person: _____. All inspections must be documented and any deficiencies that cannot be immediately corrected will be tracked on the deficiency log below, or equivalent.

2. List any anticipated external inspections (EPA, OSHA, State, other Federal Agencies, etc.):

3. Deficiency Log/Corrective Actions:

Date Found Date Corrected

h. Mishap Reporting and Investigation:

1. _____ is responsible for reporting the exposure data (man-hours worked) to the GDA no later than close of business on the 5th calendar day of the following month.

2. All accidents and near misses will be investigated by the Contractor. All work-related recordable injuries, illnesses and property damage accidents (excluding on-the-road vehicle accidents), in which the property damage exceeds \$5,000.00, will be verbally reported to the GDA within 4 hours of the incident. Serious accidents as described in EM 385-1-1 Section 01.D shall be immediately reported to the GDA. ENG Form 3394 shall be completed and submitted to the GDA within five working days of the incident.

3. _____ is responsible for completing the accident notifications, investigations, and reports.

i. Plans, Programs, and Procedures:

1. Additional site-specific plans (listed in EM 385-1-1, Appendix A, Section i) are required to be included as amendments to this APP. Only the plans applicable to the work being performed are required to be submitted. A few common plans include but are not limited to:
 - A. Fall Protection and Prevention
 - B. Excavation/Trenching
 - C. Tree Felling and Maintenance
 - D. Confined Space Entry
 - E. Rope Access Work
 - F. Hazardous Energy Control (Lockout/Tagout)
 - G. Crane/Load Handling Equipment
 - H. Lead Compliance
 - I. Asbestos Abatement
 - J. Hazard Communication

Other Remarks:

Emergency Action Plan for Minor Contracts

Project Name

Contractor Name

Contract Number

Date

Competent Person (Name, Title, Phone Number, & Signature):

CONTRACTOR EMPLOYEE SIGNATURE SHEET

<u>Name</u>	<u>Signature</u>	<u>Date</u>	<u>Company</u>
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

3. First Aid/CPR certificates, meeting the requirements of EM 385-1-1 Section 03.A.02, have been submitted for two onsite employees:

a.

b.

4. Other site specific remarks:

5. Deficiency Log/Corrective Actions:

Date Found Date Corrected

6. Mishap Reporting and Investigation:

- a. _____ is responsible for reporting the exposure data (man-hours worked) to the GDA no later than close of business on the 5th calendar day of the following month.

- b. All accidents and near misses will be investigated by the Contractor. All work-related recordable injuries, illnesses and property damage accidents (excluding on-the-road vehicle accidents), in which the property damage exceeds \$5,000.00, will be verbally reported to the GDA within 4 hours of the incident. Serious accidents as described in EM 385-1-1 Section 01.D shall be immediately reported to the GDA. ENG Form 3394 shall be completed and submitted to the GDA within five working days of the incident.

- c. _____ is responsible for completing the accident notifications, investigations, and reports.

****Attach site-specific and applicable AHA's to this form****

ACTIVITY HAZARDS ANALYSIS

Print Form

Overall Risk Assessment Code (RAC)
(Use highest code)

Date: Project:

Activity:

Activity Location:

Prepared By:

Risk Assessment Code Matrix

E = Extremely High Risk
H = High Risk
M = Moderate Risk
L = Low Risk

	Probability				
	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

Add Identified Hazards

	JOB STEPS	HAZARDS	ACTIONS TO ELIMINATE OR MINIMIZE HAZARDS	RAC
X				
X				
X				
X				
X				

Add Items

	EQUIPMENT	TRAINING	INSPECTION
X			
X			
X			
X			
X			
X			
X			

