



U.S. COAST GUARD – CEU MIAMI

NOTICE TO PROSPECTIVE OFFERORS

SOLICITATION NUMBER: HSCG82-09-B-3WCA68

BID OPENING DATE AND TIME: AUGUST 20, 2009 AT 2:00 P.M. LOCAL TIME MIAMI, FLORIDA

CONTRACTOR SHALL PROVIDE ALL LABOR, EQUIPMENT, TOOLS, MATERIALS, TRANSPORTATION AND SUPERVISION REQUIRED TO CONSTRUCT TWO (2) NEW AID-TO-NAVIGATION (ATON) STRUCTURES AND THE DEMOLITION, REMOVAL AND PROPER OFF-SITE DISPOSAL OF TWO (2) EXISTING ATON STRUCTURES LOCATED IN CHOCOLATE BAY, WHICH IS APPROXIMATELY TWO NAUTICAL MILES NORTH OF THE WESTERN EDGE OF GALVESTON ISLAND. PROPOSED SCOPE OF WORK INCLUDES, BUT IS NOT LIMITED TO, CONSTRUCTION OF TWO (2) HELICAL PILE FOUNDATIONS, TRANSPORTING AND INSTALLING TWO (2) GOVERNMENT FURNISHED STEEL TOWERS.

A complete set of Plans and Specifications will be available at U. S. COAST GUARD AID TO NAVIGATION TEAM GALVESTON, CHIEF PETTY OFFICER MIKE SNYDER, 3000 FORT POINT ROAD, GALVESTON, TX 77553 (for viewing only). However, Plans and Specifications are available on line at <http://www.fbo.gov>.

IMPORTANT - NOTICE TO OFFEROR/BIDDER

1. See Section L for Instructions, Conditions, and Notice to Bidders.
2. Before mailing your offer/bid, (one complete set - Pages 1 through 34) please recheck the following:
 - (a) Does your offer/bid set forth full, accurate, and complete information as required by this solicitation including attachments and any amendments which may have been issued?
 - (b) Have you rechecked your figures, including calculations on your work sheets?
 - (c) Have you completed and signed all required documents?
 - (d) Bidders offering less than sixty (60) calendar days acceptance time WILL NOT BE considered and WILL BE rejected.
3. TELEGRAPHIC OR FACSIMILE BIDS WILL NOT BE ACCEPTED.

NOTICE FOR FILING AGENCY PROTESTS

United States Coast Guard Ombudsman Program

It is the policy of the United States Coast Guard (USCG) to issue solicitations and make contract awards in a fair and timely manner. The Ombudsman Program for Agency Protests (OPAP) was established to investigate agency protest issues and resolve them without expensive and time-consuming litigation. OPAP is an independent reviewing authority that is empowered to grant a prevailing protester essentially the same relief as the General Accountability Office (GAO).

Interested parties are encouraged to seek resolution of their concerns within the USCG as an Alternative Dispute Resolution (ADR) forum, rather than filing a protest with the GAO or some external forum. Interested parties may seek resolution of their concerns informally or opt to file a formal agency protest with the contracting officer or Ombudsman.

Informal forum with the Ombudsman. Interested parties who believe a specific USCG procurement is unfair or otherwise defective should first direct their concerns to the cognizant contracting officer. If the contracting officer is unable to satisfy the concerns, the interested party is encouraged to contact the USCG Ombudsman for Agency Protests. Under this informal process, the agency is not required to suspend contract award performance. Use of an informal forum does not suspend any time requirement for filing a protest with the agency or other forum. In order to ensure a timely response, interested parties should provide the following information to the Ombudsman: solicitation/contract number, contracting office, contracting officer, and solicitation closing date (if applicable).

Formal Agency Protest with the Ombudsman. Prior to submitting a formal agency protest, protesters must first use their best efforts to resolve their concerns with the contracting officer through open and frank discussions. If the protester's concerns are unresolved, an independent review is available by the Ombudsman. The protester may file a formal agency protest to either the contracting officer or as an alternative to that, the Ombudsman under the OPAP program. Contract award or performance will be suspended during the protest period unless contract award or performance is justified, in writing, for urgent and compelling reasons or is determined in writing to be in the best interest of the Government. The agency's goal is to resolve protests in less than 35 calendar days from the date of filing. Protests shall include the information set forth in FAR 33.103. If the protester fails to submit the required information, resolution of the protest may be delayed or the protest may be dismissed. This will not preclude re-filing of the protest to meet the requirement. To be timely, protests must be filed within the period specified in FAR 33.103(e). Formal protests filed under the OPAP program should be submitted to:

Department of Homeland Security
United States Coast Guard (CG-9131)
Ombudsman Program for Agency Protests
1900 Half Street, SW, Room 11-0602
Washington, D. C. 20593-0001
FAX: (202) 475-3904

The Ombudsman Hotline telephone number is (202) 372-3695.

SOLICITATION OFFER AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	HSCG82-09-B-3WCA68	<input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	JULY 22, 2009	1 of 34

IMPORTANT - The "offer" section on page 2 must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
	24-098293WCA68	08-M05196

7. ISSUED BY	CODE	8. ADDRESS OFFER TO
CONTRACTING OFFICER USCG CIVIL ENGINEERING UNIT MIAMI 15608 SW 117 TH AVENUE MIAMI, FLORIDA 33177-1630		SAME AS BLOCK 7

9. FOR INFORMATION CALL	A. NAME	B TELEPHONE NO. (Include area code) (NO COLLECT CALLS)
	SHERRY DAGUE	(305)278-6721

SOLICITATION

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

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

THIS IS A TOTAL SMALL BUSINESS CONCERN SET-ASIDE

A. SCOPE OF WORK: CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, EQUIPMENT, TRANSPORTATION AND SUPERVISION NECESSARY TO CONSTRUCT TWO (2) NEW AID-TO-NAVIGATION (ATON) STRUCTURES AND THE DEMOLITION, REMOVAL AND PROPER OFF-SITE DISPOSAL OF TWO (2) EXISTING ATON STRUCTURES LOCATED IN CHOCOLATE BAY, WHICH IS APPROXIMATELY TWO NAUTICAL MILES NORTH OF THE WESTERN EDGE OF GALVESTON ISLAND. PROPOSED SCOPE OF WORK INCLUDES, BUT IS NOT LIMITED TO, CONSTRUCTION OF TWO (2) HELICAL PILE FOUNDATIONS, TRANSPORTING AND INSTALLING TWO (2) GOVERNMENT FURNISHED STEEL TOWERS IN ACCORDANCE WITH THE SPECIFICATIONS (08-M05196) AND THE PROJECT DRAWINGS (M1558-D).

B. LOCATION: U.S. COAST GUARD AID-TO-NAVIGATION TEAM GALVESTON, GALVESTON COUNTY, TEXAS 77553

C. ALL WORK SHALL BE COMPLETED IN STRICT ACCORDANCE WITH THE SPECIFICATIONS, PROJECT DRAWINGS AND THE TERMS OF THE CONTRACT.

NOTICE: FUNDS ARE NOT PRESENTLY AVAILABLE FOR THIS PROJECT. NO AWARD WILL BE MADE UNDER THIS SOLICITATION UNTIL FUNDS ARE AVAILABLE. THE GOVERNMENT RESERVES THE RIGHT TO CANCEL THIS SOLICITATION, EITHER BEFORE OR AFTER THE BID OPENING/CLOSING DATE.

11. The contractor shall begin performance within <u>10</u> calendar days and complete it within <u>60</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See Section F)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES", indicate within how many calendar days after award in Item 12B.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO (See Sections "H")	12B. CALENDAR DAYS WITHIN 15 CALENDAR DAYS FROM RECEIPT OF AWARD
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed offers in original and 0 copies to perform the work required are due at the place specified in Item 8 by **2:00 PM** local time **AUGUST 20, 2009**. If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- B. An offer guarantee ☒ is, ☐ is not required. (See Sections "H")
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- D. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)

15. TELEPHONE NO. (Include area code)

16. REMITTANCE ADDRESS (Include only if different than Item 14)

DUNS: _____

CODE

FACILITY CODE

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

AMOUNTS ►

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

19. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)

AMENDMENT NO.								
DATE								

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

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

2/3/XRS/032/00/0/390703/41939/2546

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

ITEM

BLOCK 26

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO
☐ 10 USC 2304(c) (5) ☐ 41 USC USC 253(c) ()

26. ADMINISTERED BY

CODE

CONTRACTING OFFICER
USCG CIVIL ENGINEERING UNIT MIAMI
15608 SW 117TH AVENUE
MIAMI, FLORIDA 33177-1630

27. PAYMENT WILL BE MADE BY

COMMANDER (0324)
U. S. COAST GUARD FINANCE CENTER
1430A KRISTINA WAY
CHESAPEAKE, VA 23326-0324

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.)

Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration slated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.

☐ 29. AWARD (Contractor is not required to sign this document.)

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

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

31A. NAME OF CONTRACTING OFFICER (Type or print)

30B. SIGNATURE

30C. DATE

31B. UNITED STATES OF AMERICA
BY

31C. AWARD DATE

SECTION A

SOLICITATION/CONTRACT FORM/INDEX

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SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS
BID SCHEDULE

REBUILD CHOCOLATE BAY RANGE "A"
U.S. COAST GUARD AIDS-TO-NAVIGATION
GALVESTON, TEXAS

BID ITEM 0001

CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, EQUIPMENT, TRANSPORTATION AND SUPERVISION NECESSARY TO CONSTRUCT TWO (2) NEW AID-TO-NAVIGATION (ATON) STRUCTURES AND THE DEMOLITION, REMOVAL AND PROPER OFF-SITE DISPOSAL OF TWO (2) EXISTING ATON STRUCTURES LOCATED IN CHOCOLATE BAY, WHICH IS APPROXIMATELY TWO NAUTICAL MILES NORTH OF THE WESTERN EDGE OF GALVESTON ISLAND. PROPOSED SCOPE OF WORK INCLUDES, BUT IS NOT LIMITED TO, CONSTRUCTION OF TWO (2) HELICAL PILE FOUNDATIONS, TRANSPORTING AND INSTALLING TWO (2) GOVERNMENT FURNISHED STEEL TOWERS IN ACCORDANCE WITH THE SPECIFICATIONS (08-M05196) AND THE PROJECT DRAWINGS (M1558-D) .

\$ _____

GOVERNMENT FURNISHED MATERIALS:

	Unit	Quantity	Cost/unit	Cost
TOWERS				
20' Tapered Base Section	EA	1	8214.29	\$8,214.29
10' Modular Tower Section	EA	1	4583.34	\$4,583.34
5' Modular Tower Section	EA	1	3333.34	\$3,333.34
5' Platform Section	EA	2	4583.34	\$9,166.68
SOLAR PANELS				
20 Watt Solar Panel	EA	2	335.00	\$670.00
100 A-h Battery	EA	4	230.00	\$920.00
LANTERNS				
2-Tier VLV 44 LED Light	EA	1	2022.00	\$2,022.00
4-Tier VLV 44 LED Light	EA	1	3550.00	\$3,550.00
Bird Spikes (1 set of 4 spikes)	EA	2	22.00	\$44.00
				<u>TOTAL \$32,503.65</u>

SECTION C

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 SPECIFICATIONS AND DRAWINGS:

(a) SEE SECTION J - "LIST OF ATTACHMENTS"

(b) DRAWINGS MEASUREMENTS SHOULD BE FIELD VERIFIED BY THE SUCCESSFUL CONTRACTOR PRIOR TO ORDERING MATERIAL

(c) Failure to read the specifications in their entirety will not relieve the offerors from responsibility for properly estimating the difficulty or cost of successfully performing the work. Failure to do so will be at offeror's risk.

(d) Each offeror shall furnish the information required by the solicitation. Any offer that does not conform to the requirements of this solicitation in every respect will be rejected as non-responsive. Deviations from, or exceptions to, the specifications or delivery schedule are causes for rejection. Offers for supplies or services other than those specified will not be considered unless authorized by this solicitation.

C.2 [] 52.236-4 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indication of physical conditions on the drawings and in the specifications are the result of site investigations by Boring Logs.

(End of clause)

SECTION D

PACKAGING AND MARKING

THIS SECTION IS NOT APPLICABLE

SECTION E

INSPECTION AND ACCEPTANCE

E.1 [X] 52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

(a) Definition. “Work” includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not –

- (1) Relieve the Contractor of responsibility for providing adequate quality control measures;
- (2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;
- (3) Constitute or imply acceptance; or
- (4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i)

below.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer’s written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes re-inspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor’s right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or non conforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

SECTION E (Continued)

E.1 [X] 52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996) (Continued)

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

(End of clause)

E.2 CONTRACTOR INSPECTION SYSTEM

(a) Provide all necessary equipment, instruments, qualified personnel, facilities, and test fluids and gases, and perform all inspections, sampling, testing, and certifications specified in the individual Sections of the Specifications; fill out Daily Construction Report forms as documentation and submit the forms to the Government inspector by 10:00 a.m. on the first working day following the day the work was performed. Sample forms are provided in Section J of this contract. Daily Construction Report forms will be furnished to the Contractor.

SECTION F

DELIVERIES OR PERFORMANCE

F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference (indicated by [X]), with the same force and effect as if it was given in full text. Upon request, the Contracting Officer will make full text available. Also, the full text of a clause may be assessed electronically at this/these address(es): <http://www.arnet.gov/far/>

- [] 52.211-18 VARIATION IN ESTIMATED QUANTITY (APR 1984)
- [X] 52.242-14 SUSPENSION OF WORK (APR 1984)

F.2 IN ADDITION TO THE ABOVE CLAUSE INCORPORATED BY REFERENCE, THE FOLLOWING CLAUSES (INDICATED BY [X]) ARE APPLICABLE TO THE SOLICITATION AND RESULTING CONTRACT:

- [X] 52.211-10 COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within ten (10) calendar days after the date the Contractor receives the NOTICE TO PROCEED, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 60 calendar days after receipt of the notice to proceed. The time stated for completion shall include final cleanup of the premises.

(End of clause)

- [X] 52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work schedules for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.

SECTION F (Continued)

(b) The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance the Contracting Officer may require the Contractor to increase the number of shifts overtime operations days of work and/or the amount of construction plant and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

(End of clause)

F.3

A preliminary copy of the Contractor's proposed schedule shall be prepared and submitted to the Contracting Officer prior to the preconstruction conference. Any questions or problems that might cause a delay in approval of the schedule can be addressed during this conference.

SECTION G

CONTRACT ADMINISTRATION DATA

G.1 SUBMITTALS/SHOP DRAWINGS:

Contractor shall provide a schedule of required submittals indicating the order in which the Contractor proposes to provide the required submittals and the dates on which the Contractor plans to provide said submittals. This schedule shall be provided prior to the preconstruction conference for review and discussion during the conference. The Contractor is to forward five (5) copies of applicable submittals to the Contracting Officer. The Contracting Officer will indicate his/her approval or disapproval of the submittals/shop drawings and if not approved as submitted shall indicate reasons thereof. Any work done prior to such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from the responsibility for complying with the requirements of this contract.

G.2 PRECONSTRUCTION CONFERENCE:

As soon as practicable after the award of contract, a mutually agreeable time and date for a preconstruction conference between the representatives of the Government and the Contractor will be established. This conference will be held either by telephone or, if convenient, at the site or this office to discuss the terms and conditions of the contract. Below are some of the items to be discussed:

- (a) Detailed procedures for the administration of the project,
- (b) Identify the authorized representatives of the Government and the Contractor's Superintendent(s),
- (c) Contractor's field office address and telephone number,
- (d) Contractor's draft Construction Progress Schedule (Section F (F.2))
The Notice to Proceed date will be established during this meeting.
- (e) Procedures for processing periodic pay estimates (Section G (G.3-6))
- (f) Review of Submittal Schedule giving proposed dates Contractor will submit all required contract submittals (Section G (G.1))
- (g) Requirements and procedures for preparing work schedules and reporting programs, (Section E (E.2))
- (h) Procedures for equal opportunity compliance,
- (i) Information on delivery of Government-furnished property (If Applicable).

G.3 [X] 52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (SEP 2002)

- (a) Payment of price. The Government shall pay the Contractor the contract price as provided in this contract.
- (b) Progress payments. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.
 - (1) The Contractor's request for progress payments shall include the following substantiation:
 - (i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.
 - (ii) A listing of the amount included for work performed by each subcontractor under the contract.
 - (iii) A listing of the total amount of each subcontract under the contract.

SECTION G (Continued)

52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (SEP 2002) (Continued)

- (iv) A listing of the amounts previously paid to each such subcontractor under the contract.
- (v) Additional supporting data in a form and detail required by the Contracting Officer.
- (2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if—
 - (i) Consideration is specifically authorized by this contract; and
 - (ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.
- (c) Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)

I hereby certify, to the best of my knowledge and belief, that --

- (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
- (2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of chapter 39 of Title 31, United States Code;
- (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and
- (4) This certification is not to be construed as final acceptance of a subcontractor's performance

(Name)

(Title)

(Date)

- (d) Refund of unearned amounts. If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the Contractor shall --
 - (1) Notify the Contracting Officer of such performance deficiency; and
 - (2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal in interest on the unearned amount from the 8th day after receipt of the unearned amount until--
 - (i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or

SECTION G (Continued)

52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (SEP 2002) (Continued)

(ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(e) Retainage. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(f) Title, liability and reservation of rights. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as --

- (1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or
- (2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(g) Reimbursement for bond premiums. In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) above shall not apply to that portion of progress payments attributable to bond premiums.

(h) Final payment. The Government shall pay the amount due the Contractor under this contract after --

- (1) Completion and acceptance of all work;
- (2) Presentation of a properly executed voucher; and
- (3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically accepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 15).

(i) Limitation because of un-definitized work. Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on un-definitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. (j) Interest computation on unearned amounts. In accordance with 31 U.S.C. 3903(c)(1), the amount payable under subparagraph (d)(2) of this clause shall be --

- (1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the date the Contractor receives the unearned amount; and
- (2) Deducted from the next available payment to the Contractor.

(End of clause)

SECTION G (Continued)

G.4 DESIGNATED BILLING OFFICE

- (a) Submit original and two (2) copies of the invoices to the following designated billing office
CONTRACTING OFFICER, U. S. COAST GUARD
CIVIL ENGINEERING UNIT MIAMI
15608 S. W. 117TH AVENUE, MIAMI, FLORIDA 33177-1630

Contracting Officer's Technical Representative, address to be provided during the Preconstruction Conference for the receiving report portion to be executed.

- (b) Failure to submit the invoice to the designated payment office, via the Contracting Officer's Technical Representative, will delay prompt payment of your invoice.

G.5 INVOICE

To be accomplished on the form provided by the Coast Guard. See Section J for copy of said form.

G.6 GOVERNMENT REPRESENTATIVES

The Government may, upon contract award or thereafter, name representatives with titles such as Project Engineer, Contracting Officer's Technical Representative(s), Inspector(s), and so on. Such individuals will be named in writing by the Contracting Officer, with individual responsibilities set forth at that time.

In any event, no such named individual has the authority to issue any direction under this contract either technical or otherwise, which constitutes a change to the terms, conditions, and price or delivery schedule of the contract. Only the Contracting Officer is authorized to alter the contract in any manner.

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1. ENGLISH

All communications, written and oral, between the contractor and the Government in connection with this contract, shall be in the English language, and any system of dimensions (English or metric) shown shall be consistent with that used in the contract. Communications in other than English will not be accepted.

H.2. JOB SUPERINTENDENT

Special attention is called to the requirement for superintendence by the Contractor, FAR Clause 52.236-06. The contractor shall provide a job superintendent on the site at all times during contract performance that is able to read, write, understand, and speak English.

H.3 MODIFICATION PROPOSALS - PRICE BREAKDOWN

The contractor, in connection with any proposal made for a contract modification, shall furnish a price breakdown, itemized as required by the Contracting Officer. Unless otherwise directed, the breakdown shall be in sufficient detail to permit an analysis of all material, labor, equipment, subcontract, and overhead costs, as well as profit, and shall cover all work changed. Any amount claimed for subcontracts shall be supported by a similar price breakdown. In addition, if the proposal includes a time extension, a justification therefore shall also be furnished. The proposal, together with the price breakdown and time extension justification, shall be furnished by the date specified by the Contracting Officer. Once a contract modification has been authorized, the contractor shall submit an updated progress schedule that includes all changes implemented by the modification.

H.4 SANITATION

Adequate sanitary conveniences of an approved type for the use of persons employed on the work, and properly secluded from public observation, shall be constructed and maintained by the Contractor in such a manner and at such points as shall be required or approved by the Contracting Officer. These conveniences shall be maintained at all times without nuisance and their use shall be strictly enforced. Upon completion of the work they shall be removed from the premises, leaving the premises clean and free from nuisance.

H.5 WORK OUTSIDE REGULAR WORK HOURS

If the contractor desires to perform work under this contract outside regular work hours or on Saturdays, Sundays or holidays, a written request shall be made, to the Contracting Officer no less than 10 calendar days prior to the planned start of such work. Regular work hours are, for the purpose of this clause, those hours the activity or Command, where the work is to be performed, normally works on a day-by-day basis. Application by the Contractor does not imply consent by the Government. Each application will be considered, and a decision made, on the potential benefit of permitting such work. Approval of a Contractor's application under this clause will be, unless otherwise agreed in writing, at no additional cost to the Government.

H.6 STATEMENT AND ACKNOWLEDGMENT FORM (SF 1413)

Special attention is called to the requirement for insertion of and compliance with various labor clauses called out in FAR Clause 52.222-11 in any subcontracts regardless of tier. Within 14 days after contract award of the prime contract, an executed SF-1413 is required for each subcontract. This also applies to any subsequently awarded subcontract.

SECTION H (Continued)

H.7 REQUIRED BONDING –

BID BOND will be required as follows: 20% of the price bid; PROVIDE with bid.

PERFORMANCE BOND (Standard Form 25) will be required as follows: 100% of total amount of contract; PROVIDE fifteen (15) calendar days after award.

PAYMENT BOND (Standard Form 25a) will be required as follows: 100% of total amount of contract; PROVIDE fifteen (15) calendar days after award.

Performance and payment bonds placed with a surety or sureties acceptable to the Government and in the amounts indicated shall be submitted within fifteen (15) calendar days after receipt of award and shall be maintained for the entire contract.

H.8 REQUIRED INSURANCE

(a) The contractor shall procure and maintain insurance during the entire period of performance under this contract, in accordance with Federal Acquisition Regulation (Clause No. 52.228-5, entitled “INSURANCE - WORK ON A GOVERNMENT INSTALLATION” (JAN 1997) (See Section I). FAR 28.307-2 states the following minimum amounts of liability:

MINIMUM COVERAGE REQUIRED

(1) Workers’ Compensation and Employer’s Liability - at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers’ compensation to be written by private carriers.

(2) General Liability. - bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000. per occurrence.

(3) Automobile Liability. - automobile liability insurance written on the comprehensive form of policy of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

(b) As evidence that the specified insurance has been obtained, the contractor shall furnish the contracting officer with a certificate of insurance. Such certificate shall be furnished prior to commencement of work and shall provide for thirty (30) calendar days written notice to the Contracting Officer.

SECTION H (Continued)

H.9 REPORTING REQUIREMENT FOR OCEAN SHIPMENTS OF CARGO

(a) The contractor shall submit, for each individual ocean shipment of cargo, one legible copy of the bill-of-lading to the Maritime Administration (MARAD), Division of National Cargo, Office of Market Development, 400 7th Street, SW, Washington, D.C., 20590.

(b) Each bill-of-lading shall contain the following information:

- (1) Sponsoring U. S. Government Agency.
- (2) Name of Vessel.
- (3) Vessel Flag of registry.
- (4) Date of Loading.
- (5) Port of Loading.
- (6) Port of final discharge.
- (7) Description of Commodity.
- (8) Gross weight in pounds and cubic feet, if available.
- (9) Total ocean freight revenue in U. S. dollars.

(c) The contractor shall furnish the bills-of-lading to MARAD within 20 working days of the loading for shipments originating in the United States or within 30 working days for shipments originating outside the United States.

(d) The contractor shall also furnish a legible copy of the bill-of-lading to the contracting officer.

H.10 SUBMISSION OF 10 U.S.C. 2323 DATA

10 USC 2323, Contract goal for small disadvantaged businesses and certain institutions of higher education, enacted by Public Law 103-355, requires submission of data on contracts and subcontracts awarded to small disadvantaged businesses, historically black colleges and universities, and minority institutions. The contractor agrees to submit, upon request from the contracting officer, information as may be required by the government to meet the reporting requirements set forth under 10 U.S.C. 2323.

PART II

SECTION I

CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference (indicated by [X]), with the same force and effect as if it was given in full text. Upon request, the Contracting Officer will make full text available. Also, the full text of a clause may be assessed electronically at this/these address(es): <http://www.arnet.gov/far/>

PART I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

- [X] 52.202-1 DEFINITIONS (JUL 2004)
- [X] 52.203-3 GRATUITIES (APR 1984)
- [X] 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)
- [X] 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
- [X] 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)
- [X] 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
- [X] 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
- [X] 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)
- [X] 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
- [X] 52.204-7 CENTRAL CONTRACTOR REGISTRATION (APR 2008)
- [X] 52.204-9 PERSONNEL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEP 2007)
- [X] 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)
- [] 52.214-26 AUDIT AND RECORDS - SEALED BIDDING (MAR 2009)
- [] 52.214-27 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA – MODIFICATIONS – SEALED BIDDING (OCT 1997)
- [] 52.214-28 SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS - SEALED BIDDING (OCT 1997)
- [X] 52.214-29 ORDER OF PRECEDENCE – SEALED BIDDING (JAN 1986)
- [] 52.219-3 NOTICE OF TOTAL HUBZONE SET-ASIDE (JAN 1999)
- [X] 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUN 2003)
- [X] 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)
- [X] 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)
- [] 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERANS-OWNED SMALL BUSINESS SET-ASIDE (MAY 2004)
- [X] 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2009)
- [X] 52.222-3 CONVICT LABOR (JUN 2003)
- [X] 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIMECOMPENSATION (JUL 2005)
- [X] 52.222-6 DAVIS-BACON ACT (JUL 2005)
- [X] 52.222-7 WITHHOLDING OF FUNDS (FEB 1988)

SECTION I (Continued)

- [X] 52.222-8 PAYROLLS AND BASIC RECORDS (FEB 1988)
- [X] 52.222-9 APPRENTICES AND TRAINEES (JUL 2005)
- [X] 52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)
- [X] 52.222-11 SUBCONTRACTS (LABOR STANDARDS) (JUL 2005)
- [X] 52.222-12 CONTRACT TERMINATION-DEBARMENT (FEB 1988)
- [X] 52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)
- [X] 52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)
- [X] 52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)
- [X] 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
- [X] 52.222-26 EQUAL OPPORTUNITY (MAR 2007)
- [X] 52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999)
- [X] 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
- [X] 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
- [X] 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
- [X] 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)
- [X] 52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (DEC 2007)
- [] 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION & MATERIAL SAFETY DATA (JAN 1997)
ALT I (JUL 1995)
- [X] 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)
- [X] 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)
- [] 52.223-12 REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (MAY 1995)
- [X] 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)
- [X] 52.223-15 ENERGY EFFICIENCY IN ENERGY CONSUMING PRODUCTS (DEC 2007)
- [X] 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2006)
- [] 52.226-5 RESTRICTIONS ON SUBCONTRACTING OUTSIDE DISASTER OR EMERGENCY AREA
(NOV 2007)
- [X] 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)
- [X] 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)
- [X] 52.227-4 PATENT INDEMNITY - CONSTRUCTION CONTRACTS (DEC 2007)
- [X] 52.227-17 RIGHTS IN DATA - SPECIAL WORKS (DEC 2007)
- [X] 52.228-1 BID GUARANTEE (SEP 1996)
- [X] 52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)
- [X] 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
- [X] 52.228-11 PLEDGES OF ASSETS (FEB 1992)
- [X] 52.228-12 PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS (OCT 1995)
- [X] 52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999)
- [X] 52.228-15 PERFORMANCE AND PAYMENT BONDS - CONSTRUCTION (NOV 2006)
- [X] 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 2003)
- [X] 52.232-17 INTEREST (OCT 2008)
- [X] 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

SECTION I (Continued)

- [X] 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)
- [X] 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (OCT 2008)
- [X] 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
- [X] 52.233-1 DISPUTES (JULY 2002) - ALTERNATE I (DEC 1991)
- [X] 52.233-3 PROTEST AFTER AWARD (AUG 1996)
- [X] 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
- [X] 52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)
“The Contractor shall perform on the site and with its own organization work equivalent to at least 15 percent of the total amount of work to be performed under the contract.”
- [X] 52.236-2 DIFFERING SITE CONDITIONS (APR 1984)
- [X] 52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)
- [X] 52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)
- [X] 52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)
- [X] 52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)
- [X] 52.236-8 OTHER CONTRACTS (APR 1984)
- [X] 52.236-9 PROTECTION OF EXISTING VEGETATION STRUCTURE, EQUIPMENT, UTILITIES AND IMPROVEMENTS (APR 1984)
- [X] 52.236-10 OPERATIONS AND STORAGE AREA (APR 1984)
- [X] 52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)
- [X] 52.236-12 CLEANING UP (APR 1984)
- [X] 52.236-13 ACCIDENT PREVENTION, ALT I (NOV 1991)
- [] 52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)
- [X] 52.236-17 LAYOUT OF WORK (APR 1984)
- [X] 52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)
- [X] 52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)
- [X] 52.242-13 BANKRUPTCY (JUL 1995)
- [X] 52.243-4 CHANGES (AUG 1987)
- [X] 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAR 2007)
- [X] 52.245-1 GOVERNMENT PROPERTY (JUN 2007) ALT I (JUN 2007)
- [X] 52.245-9 USE AND CHARGES (JUN 2007)
- [X] 52.246-21 WARRANTY OF CONTRUCTION (MAR 1994)
- [X] 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS (FEB 2006)
- [X] 52.248-3 VALUE ENGINEERING - CONSTRUCTION (SEP 2006)
- [X] 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (MAY 2004) – ALT I (SEP 1996)
- [X] 52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

PART II. DEPARTMENT OF HOMELAND SECURITY REGULATION (HSAR) (48 CFR CHAPTER 30) CLAUSES

- [X] 3052.211-70 INDEX FOR SPECIFICATIONS (DEC 2003)
- [] 3052.222-70 STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT WORK (DEC 2003)
- [] 3052-222-71 STRIKES OR PICKETING AFFECTING ACCESS TO A DHS FACILITY (DEC 2003)
- [X] 3052.222-90 LOCAL HIRE (USCG) (JUN 2006)

SECTION I (Continued)

PART II. DEPARTMENT OF HOMELAND SECURITY REGULATION (HSAR) (48 CFR CHAPTER 30) CLAUSES

- [] 3052.223-70 REMOVAL OR DISPOSAL OF HAZARDOUS SUBSTANCES - APPLICABLE LICENSES AND PERMITS (JUN 2006)
- [] 3052.236-70 SPECIAL PRECAUTIONS FOR WORK AT OPERATING AIRPORTS (DEC 2003)
- [X] 3052.242-71 DISSEMINATION OF CONTRACT INFORMATION (DEC 2003)
- [X] 3052.242-72 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (DEC 2003)
- [] 3052.245-70 GOVERNMENT PROPERTY REPORTS (JUN 2006)

I.2 IN ADDITION TO THE ABOVE CLAUSE INCORPORATED BY REFERENCE, THE FOLLOWING CLAUSES (INDICATED BY [X]) ARE APPLICABLE TO THE SOLICITATION AND RESULTING CONTRACT:

PART I FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

- [] 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of Chief of the Contracting Office, Civil Engineering Unit Miami and shall not be binding until so approved.

(End of Clause)

- [X] 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)

(a) *Definition.* As used in this clause-

"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments. For further information concerning your rights, you may wish to contact the National Labor

SECTION I (Continued)

**52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES
(DEC 2004) (Continued)**

Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlrb.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR parts 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B- Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to-

- (1) Contractors and subcontractors that employ fewer than 15 persons;
- (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
- (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
- (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that-
 - i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
 - ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
- (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall-

- (1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;
- (2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or
- (3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

SECTION I (Continued)

**52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES
(DEC 2004) (Continued)**

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR parts 470, Subpart B-Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of Clause)

**[] 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-
DESIGNATED PRODUCTS (MAY 2008)**

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

“Post consumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Post consumer material is a part of the broader category of “recovered material.”

“Recovered material” means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall ---

(1) Estimate the percentage of the total recovered material used in contract performance, including, if applicable, the percentage of post consumer material content; and

(2) Submit this estimate to CONTRACTING OFFICER, U. S. COAST GUARD, CIVIL ENGINEERING
UNIT MIAMI, 15608 S. W. 117TH AVENUE, MIAMI, FLORIDA 33177-1630

(End of Clause)

[] 52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

(a) Definition. "Ozone-depleting substance", as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR parts 82 as --

(1) Class I, including, but not limited to chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform;
or

(2) Class II, including, but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING

Contains (or manufactured with, if applicable) * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

(End of Clause)

SECTION I (Continued)

[X] 52.225-9 BUY AMERICAN ACT - CONSTRUCTION MATERIALS (FEB 2009)

(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 section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), 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—

(3) 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

(4) 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 un-manufactured 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 non-availability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

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

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

(b) Domestic preference.

(1) This clause implements the Buy American Act (41 U.S.C. 10a - 10d) by providing a preference for domestic construction material. In accordance with 41 U.S.C. 431, the component test of the Buy American Act is waived for construction material that is a COTS item (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows:

[Contracting Officer to list applicable excepted materials or indicate “none”]

(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;

SECTION I (Continued)

52.225-9 BUY AMERICAN ACT - CONSTRUCTION MATERIALS (FEB 2009) (Continued)

(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 Act 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 Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(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)*
<i>Item 1:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
<i>Item 2:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

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

[Include other applicable supporting information.]

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

SECTION I (Continued)

PART II. DEPARTMENT OF HOMELAND SECURITY REGULATION (HSAR) (48 CFR CHAPTER 30) CLAUSES

[X] 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (JUN 2006)

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

Expanded Affiliated Group means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except 06-01-2006 HSAR 52-8 that section 1504 of such Code shall be applied by substituting 'more than 50 percent' for 'at least 80 percent' each place it appears.

Foreign Incorporated Entity means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

Inverted Domestic Corporation. A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)—

(1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—

(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partners (3)

The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

Person, domestic, and foreign have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively. (c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) *Certain Stock Disregarded.* For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

(i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or 06-01-2006 HSAR 52-9

(ii) stock of such entity which is sold in a public offering related to the acquisition described in subsection (b)(1) of Section 835 of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(2) *Plan Deemed In Certain Cases.* If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) *Certain Transfers Disregarded.* The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) *Special Rule for Related Partnerships.* For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

SECTION I (Continued)

3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (JUN 2006) (Continued)

(e) Treatment of Certain Rights.(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

- (i) warrants;
- (ii) options;
- (iii) contracts to acquire stock;
- (iv) convertible debt instruments; and
- (v) others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.

(f) *Disclosure.* The offeror under this solicitation represents that [Check one]:__ it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104- 73;

__ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104- 73, but it has submitted a request for waiver pursuant to 3009.104-74, which has not been denied; or

__ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104- 73, but it plans to submit a request for waiver pursuant to 3009.104-74.
06-01-2006 HSAR 52-10

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

(End of Provision)

[X] 3052.228-90 NOTIFICATION OF MILLER ACT PAYMENT BOND PROTECTION (USCG) (DEC 2003)

This notice clause shall be inserted by first tier subcontractors in all their subcontracts and shall contain information pertaining to the surety that provided the payment bond under the prime contract.

(a) The prime contract is subject to the Miller Act ([40 U.S.C. 270](#)), under which the prime contractor has obtained a payment bond. This payment bond may provide certain unpaid employees, suppliers, and subcontractors a right to sue the bonding surety under the Miller Act for amounts owned for work performed and materials delivery under the prime contract.

(b) Persons believing that they have legal remedies under the Miller Act should consult their legal advisor regarding the proper steps to take to obtain these remedies. This notice clause does not provide any party any rights against the Federal Government, or create any relationship, contractual or otherwise, between the Federal Government and any private party.

(c) The surety which has provided the payment bond under the prime contract is:

(Name)
(Street Address)
(City, State, Zip Code)
(Contact & Tel. No.)

(End of Clause)

PART III

SECTION J

LIST OF ATTACHMENTS

<u>ATTACHMENTS</u>	<u>TITLE</u>	<u>DATE</u>	<u>PAGES</u>
J.1.	SPECIFICATIONS FOR REBUILD CHOCOLATE BAY RANGE "A" (08-M05196)	JUNE 2009	55
J.2.	U. S. COAST GUARD DRAWINGS M1558-D	JUNE 2009	5 SHEETS
J.3.	WAGE RATE DECISION TX080080	FEB 2008	4
J.4.	BID BOND (SF-24)	(REV. 10/98)	1 EACH
J.5.	DAILY CONSTRUCTION REPORT		1 EACH
J.6.	REQUEST FOR PROGRESS/FINAL PAYMENT (INVOICE)		1 EACH
J.7.	SHOP DRAWING/MATERIAL APPROVAL REQUEST FORM		1 EACH
J.8.	SCHEDULE OF MATERIAL SUBMITTALS		1 EACH

PART IV**SECTION K****REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS****K.1 DUNS IDENTIFICATION NUMBER**

Each bidder or offeror is requested to provide their appropriate DUNS Identification Number. If this information is unknown, a number can be obtained by calling your local Dun and Bradstreet Office. This number is assigned by Dun and Bradstreet, Inc. and is contained in the company's Data Universal Numbering System. You may call 1-800-333-0505 to obtain or establish a D&B Number for your firm.

(1) DUNS Identification Number: _____.

K.2 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more provisions by reference (indicated by [X]), with the same force and effect as if it was given in full text. Upon request, the Contracting Officer will make full text available. Also, the full text of a provision may be assessed electronically at this/these address(es): <http://www.arnet.gov/far/>

PART I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) SOLICITATION PROVISIONS

- [X] 52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (FEB 1999)
- (b) GOALS FOR MINORITY PARTICIPATION FOR EACH TRADE IS **27.3%**
- GOALS FOR FEMALE PARTICIPATION FOR EACH TRADE IS **6.9%**
- (e) As used in this notice, and in any contract resulting from this solicitation, the "covered area" is .
GALVESTON, TEXAS, GALVESTON COUNTY

K.3 THE FOLLOWING PROVISIONS ARE (INDICATED BY [X]) APPLICABLE TO THE SOLICITATION AND RESULTING CONTRACT:**[X] 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FEB 2009)**

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **237990**.
- (2) The small business size standard is **\$33.5M**
- (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 clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.
- (2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, 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:
- [] (i) Paragraph (d) applies.
- [] (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

SECTION K (Continued)**52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FEB 2009) (Continued)**

(c)(1) The following representations or certifications in ORCA 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 \$100,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 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.

(v) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vi) 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.

(vii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(viii) 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.

(ix) 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.

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

(xi) 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.

(xii) 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.

(xiii) 52.223-1, Bio-based 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 Bio-based Products under Service and Construction Contracts.

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

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

(xvi) 52.225-4, Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) 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 \$67,826, the provision with its Alternate II applies.

SECTION K (Continued)**52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FEB 2009) (Continued)**

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

(xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification.

(xix) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

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

[Contracting Officer check as appropriate.]

___ (i) 52.219-19, Small Business Concern Representation for the Small Business Competitiveness Demonstration Program.

___ (ii) 52.219-21, Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program.

___ (iii) 52.219-22, Small Disadvantaged Business Status.

___ (A) Basic.

___ (B) Alternate I.

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

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

___ (vi) 52.222-52, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Certification.

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

___ (viii) 52.223-13, Certification of Toxic Chemical Release Reporting.

___ (ix) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

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

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA 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 paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of provision)

SECTION K (Continued)**[X] 52.225-10 NOTICE OF BUY AMERICAN ACT REQUIREMENT—CONSTRUCTION MATERIALS
(FEB 2009)**

(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 Act—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 Act 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 Act 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 Act, 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 non-responsive if this acquisition is conducted by sealed bidding; or
- (ii) May be accepted if revised during negotiations.

(End of Provision)

ALTERNATE I (MAY 2002)

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American Act shall submit the request with its offer, including the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9.

SECTION L**L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more provisions by reference (indicated by [X]), with the same force and effect as if it was given in full text. Upon request, the Contracting Officer will make full text available. Also, the full text of a provision may be assessed electronically at this/these address(es): <http://www.arnet.gov/far/>

PART I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) SOLICITATION PROVISIONS

- [X] 52.214-3 AMENDMENTS TO INVITATIONS FOR BIDS (DEC 1989)
- [X] 52.214-4 FALSE STATEMENTS IN BIDS (APR 1984)
- [X] 52.214-5 SUBMISSION OF BIDS (MAR 1997)
- [X] 52.214-6 EXPLANATION TO PROSPECTIVE BIDDERS (APR 1984)
- [X] 52.214-7 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWAL OF BIDS (NOV 1999)
- [X] 52.214-18 PREPARATION OF BIDS - CONSTRUCTION (APR 1984)
- [X] 52.214-19 CONTRACT AWARD - SEALED BIDDING - CONSTRUCTION (AUG 1996)
- [X] 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
- [X] 52.214-35 SUBMISSION OF OFFERS IN US CURRENCY (APR 1991)

L.2 IN ADDITION TO THE ABOVE PROVISION INCORPORATED BY REFERENCE, THE FOLLOWING PROVISION (INDICATED BY [X]) ARE APPLICABLE TO THE SOLICITATION AND RESULTING CONTRACT:

- [X] 52.211-1 AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEMS DESCRIPTIONS, FPMR Part 101-29 (AUG 1998)

(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to:

GSA Federal Supply Service Bureau
 Specifications Section, Suite 8100
 470 East L'Enfant Plaza, S. W.,
 Washington, DC 20407
 Telephone (202) 619-8925
 Facsimile (202) 619-8978

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

(End of provision)

- [X] 52.211-2 AVAILABILITY OF SPECIFICATIONS , STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST). (JAN 2006)

(a) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites;

- (1) ASSIST (<http://assist.daps.dla.mil/>);
- (2) Quick Search (<http://assist.daps.dla.mil/quicksearch/>);
- (3) ASSIST docs.com (<http://assistdocs.com/>).

SECTION L (Continued)**52.211-2 AVAILABILITY OF SPECIFICATIONS , STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST). (JAN 2006) (CONTINUED)**

(b) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—

- (1) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>).
- (2) Phoning the DoDSSP Customer Service Desk (215)697-2179, Mon – Fri, 0730 to 1600 EST; or
- (3) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215)697-2179, Facsimile (215)597-1462.

(End of provision)

[X] 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm-fixed price construction contract.

[X] 52.222-5 DAVIS-BACON ACT—SECONDARY SITE OF THE WORK (JULY 2005)

(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, Davis-Bacon Act, 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)

[X] 52.233-2 SERVICE OF PROTEST (SEPT 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

CONTRACTING OFFICER

U. S. COAST GUARD

CIVIL ENGINEERING UNIT MIAMI

15608 S. W. 117TH AVENUE, MIAMI, FLORIDA 33177-1630

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

SECTION L (Continued)

[X] 53.236-27 SITE VISIT (Construction) (FEB 1995)

- (a) The clause 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:

CHIEF PETTY OFFICER MIKE SNYDER
U. S. COAST GUARD AID TO NAVIGATION TEAM GALVESTON
3000 FORT POINT ROAD
GALVESTON, TX 77553

PHONE: (409)766-5615

L.3 THE ESTIMATED COST OF THIS PROJECT RANGES BETWEEN \$ 100,000.00 - \$250,000.00

SECTION M**EVALUATION FACTORS FOR AWARD**

Award will be made to the lowest, responsive, responsible bidder.

SPECIFICATIONS

PROJECT NUMBER:08-M05196
(UNDER SEPARATE FILE)

DRAWINGS

DRAWING NUMBER:M1558-D

(UNDER SEPARATE FILE)

WAGE DETERMINATION

General Decision Number: TX080080 02/08/2008 TX80

Superseded General Decision Number: TX20070082

State: Texas

Construction Types: Heavy

Counties: Brazoria, Fort Bend, Galveston, Harris, Matagorda, Montgomery, Waller and Wharton Counties in Texas.

BRAZORIA, FORT BEND, GALVESTON, HARRIS, MONTGOMERY, AND WALLER COUNTIES: FLOOD CONTROL PROJECTS ONLY, (Does not Include any Water & Sewer Line work; Sewage Collection and Disposal Lines; Sewers (Sanitary Storm, etc.), or Shoreline Maintenance Water Mains and Water Supply Lines).

MATAGORDA & WHARTON COUNTIES ONLY:

FLOOD CONTROL AND WATER AND SEWER LINES, including:
Breakwaters, Channels, Channel Cut-offs, Dikes, Drainage Projects, Flood Control Projects, Irrigation Projects, Jetties, Land Drainage (not incidental to other construction), Land Leveling (not incidental to other construction), Land Reclamation, Levees, Pipelines, Ponds, Pumping Stations (prefabricated drop- in not building), Revetments, Sewage Collection and Disposal Lines, Sewers (Sanitary, Storm, etc.), Shoreline Maintenance Water Mains and Water Supply Lines (not incidental to building).

Modification Number	Publication Date
0	02/08/2008

SUTX1998-009 03/26/1998

	Rates	Fringes
Asphalt Distributor.....	\$ 9.47	
Asphalt Paving Machine.....	\$ 10.05	
Asphalt Raker.....	\$ 8.28	
Asphalt Shoveler.....	\$ 7.45	
Batching Plant Weigher.....	\$ 11.11	
Broom or Sweeper Operator.....	\$ 8.01	
Bulldozer.....	\$ 9.91	
Carpenter.....	\$ 10.35	
Concrete Curbing Mach.....	\$ 8.80	
Concrete Finisher-Paving.....	\$ 9.87	
Concrete Finisher-Structures...	\$ 9.86	
Concrete Finishing Machine.....	\$ 11.79	
Concrete Joint Sealer.....	\$ 10.50	
Concrete Paving Float.....	\$ 9.30	
Concrete Paving Saw.....	\$ 10.01	
Concrete Paving Spreader.....	\$ 9.32	
Concrete Rubber.....	\$ 9.00	
Crane, Clamshell, Backhoe, Derrick, Dragline, Shovel.....	\$ 11.35	
Crusher or Screening Plant Operator.....	\$ 11.00	
Electrician.....	\$ 16.15	
Flagger.....	\$ 6.66	

Form Builder (Structures).....	\$ 9.96
Form Liner - Paving & Curb.....	\$ 9.03
Form Setter (PAVING/CURB).....	\$ 8.86
Form Setter-Structures.....	\$ 9.05
Foundation Drill Operator, Crawler Mounted.....	\$ 12.59
Foundation Drill Operator, Truck Mounted.....	\$ 12.73
Front End Loader.....	\$ 9.29
Labor Common.....	\$ 7.45
Laborer-Utility.....	\$ 8.53
Lineperson.....	\$ 7.50
Manhole Builder (Brick).....	\$ 8.49
Mechanic.....	\$ 11.38
Milling Machine Operator.....	\$ 10.43
Mixer.....	\$ 7.94
Motor Grader	
FINE GRADE.....	\$ 11.11
Other.....	\$ 10.67
Oiler.....	\$ 9.56
Painter-Structures.....	\$ 14.00
Pavement Marking Machine.....	\$ 7.45
Piledriver.....	\$ 10.96
Pipe layer.....	\$ 8.49
Reinforcing Steel Setter Paving	\$ 12.50
Reinforcing Steel Setter Structures.....	\$ 12.47
Roller, Pneumatic, Self Propelled.....	\$ 7.96
Roller, Steel Wheel Other Flatwheel or Tamping.....	\$ 7.61
Roller, Steel Wheel Plant Mix Pavements.....	\$ 9.25
Scraper.....	\$ 8.69
Servicer.....	\$ 9.51
Sign Erector.....	\$ 10.06
Sign Installer.....	\$ 7.45
Slipform Machine Operator.....	\$ 9.20
Spreader Box Operator.....	\$ 9.08
Steelworker Structural.....	\$ 10.35
Tractor-Crawler Type.....	\$ 10.12
Tractor-Pneumatic.....	\$ 8.99
Traveling Mixer.....	\$ 9.35
Trenching Machine, Heavy.....	\$ 13.56
Trenching Machine, Light.....	\$ 10.50
Truck Driver Lowboy Float.....	\$ 11.29
Truck Driver Single Axle Heavy	\$ 8.76
Truck Driver Single Axle, Light	\$ 8.15
Truck Driver Tandem Axle Semi- Trailer.....	\$ 8.00
Wagon Drill, Boring Machine....	\$ 10.15
Welder.....	\$ 10.43
Work Zone Barricade.....	\$ 7.45

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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

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

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

Administrative Review Board
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

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

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END OF GENERAL DECISION

BID BOND

STANDARD FORM 24 (REV. 10-98)

PLEASE GO TO THE FORMS WEBSITE AT <http://www.gsa.gov/forms> .

CONTRACT NUMBER: HSCG82-_____ DAILY REPORT NUMBER: _____

PROJECT SERIAL NUMBER: _____ DATE: _____

PROJECT TITLE: _____ CONTRACTOR: _____

LOCATION: _____

WEATHER: ☐ FAIR ☐ CLOUDY ☐ RAIN ☐ WINDY ☐ FOG TEMP: AM____ PM____

*REMARKS (DESCRIBE EVENTS, WORK ACCOMPLISHED, MATERIALS DELIVERED, ETC):

NATURE OF DEFECTS FOUND (INCLUDE SPEC AND/OR DWG NO., LOCATION AND DESCRIPTION):

DIRECTIONS RECEIVED OR ISSUED (STATE BY WHOM):

SUPERINTENDENT'S NAME AND SIGNATURE _____

CONTRACTOR SHALL COMPLETE LABOR INFORMATION ON BACKSIDE OF THIS FORM

****COTR/CIVIL ENGINEERING UNIT MIAMI PERSONNEL TO COMPLETE THIS SECTION****

- ☐ NOT OBSERVED
☐ CONCUR WITH CONTRACTOR'S COMMENTS ABOVE.
☐ DO NOT CONCUR. (SEE COMMENTS BELOW)

REMARKS:

COMPLETION DATE: _____

WORK COMPLETED TO DATE: _____ %

☐ AS-BUILT DWGS UPDATED

ACCORDING TO PROGRESS CHART _____ %

COTR'S SIGNATURE _____

DATE: _____

CM _____ KO _____

*****USE BACKSIDE OF THIS FORM IF ADDITIONAL SPACE IS NEEDED*****

OFFICE OF COMMANDING OFFICER, CIVIL ENGINEERING UNIT, MIAMI
REQUEST FOR PROGRESS PAYMENT (INVOICE)

CONTRACT NO. HSCG82-_____

CONTRACTOR:_____

PROJECT: _____

ADDRESS:_____

PROJECT LOCATION: _____

APPLICATION DATE:_____ APPLICATION NO. _____

DUNS #:_____

TO: Contracting Officer, CEU MIAMI
NOTE: (Must obtain COTR signature before)

PERIOD FROM:_____ TO:_____

CONTRACTOR: I hereby certify, to the best of my knowledge and belief that--
(1) The amounts requested are only for performance in accordance with the specifications, terms and conditions of the contract;
(2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of chapter 39 of Title 31, United States Code;
(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and
(4) This certification is not to be construed as final acceptance of a subcontractor's performance.

Application is made for Payment, as shown below in connection with the Contract. The present status of the account for this Contract is as follows:

ORIGINAL CONTRACT SUM \$ _____

NET CHANGE BY MODIFICATIONS . . . \$ _____

CONTRACT SUM TO DATE \$ _____

TOTAL COMPLETED-STORED TO DATE ..\$ _____

RETAINAGE _____ % \$ _____

TOTAL EARNED LESS RETAINAGE . . . \$ _____

LESS PREVIOUS PAYMENTS \$ _____

CURRENT PAYMENT DUE \$ _____

(Signature) _____

(Title) _____

(Date) _____

Print phone number and mailing address of person to be notified in event the Contracting Officer finds this application to be defective.

(Name) _____

(Address) _____

(Phone) _____

On-Site Representative's certification of receipt of services at project site. Changes to requested amount have been initialed.

ACCOUNTING DATA

BY: _____ DATE: _____
COTR/CONSTRUCTION MANAGER

Sign and Date _____

Approved for Payment of \$ _____

CONTINUATION SHEET

CONTRACT No. HSCG82- _____

FOR REQUEST FOR PROGRESS PAYMENT

APPLICATION NO. _____

ITEM NO. A.	DESCRIPTION OF WORK B.	SCHEDULED VALUE C.	WORK COMPLETED		(1) * STORED MATERIALS F.	TOTAL COMPLETED AND STORED TO DATE		BALANCE TO FINISH H (C-G)	RETAINAGE I.
			PREVIOUS APPLICATIONS D.	THIS APPLICATION E.		G (D+E+F)	%		

(1) * STORED MATERIALS - Unincorporated material delivered to the job site. Request for payment for uninstalled material delivered to the job site must be accompanied by paid invoices.

SHOP DRAWING/MATERIAL APPROVAL REQUEST

NOTE: ALL ENTRIES WILL BE FILLED IN BY TYPEWRITER OR PEN INK

PROJECT NO: _____

FROM:
CONTRACTOR

CONTRACT NUMBER

HSCG82-____-____-_____

SUBMISSION NUMBER

DATE

MORE FORMS REQUIRED

☐ NO

☐ YES

TYPE OF SUBMITTAL

☐

NEW

☐

RESUBMITTAL OF #

GOVERNMENT USE ONLY

ITEM
NO

SPECIFICATION
SECTION AND
PARAGRAPH NO

DESCRIPTION OF MATERIAL

APPROV
ED

AP
PROVED

AS
NOTED

DISAP
PROVED

IN
T

CONTRACTOR CERTIFIES THAT MATERIALS COMPLY WITH BUY AMERICAN ACT (FAR 52.225-09)

NO OF COPIES TO

(CEU) _____

BY (NAME AND TITLE)

SIGNATURE

COMMENTS

FOR GOVERNMENT USE ONLY

CIVIL ENGINEERING UNIT MIAMI

TO: CONTRACTING OFFICER

RECOMMEND ☐ APPROVAL OR ☐ DISAPPROVAL AS INDICATED AND SUBJECT TO APPLICABLE COMMENTS ABOVE.

TYPED NAME AND GRADE

SIGNATURE

DATE

CONTRACTING OFFICER

TO: CONTRACTOR

1. ☐ APPROVED OR ☐ DISAPPROVED AS INDICATED AND SUBJECT TO ANY APPLICABLE COMMENTS ABOVE.
2. REQUEST PROMPT RESUBMITTAL OF **DISAPPROVED** ITEMS.

TYPED NAME AND GRADE

SIGNATURE

DATE

CONTRACTOR SUBMITTAL REVIEW PROCEDURES

The Contractor shall submit to the Contracting Officer for approval five (5) copies of all shop drawings as called for under the various headings of the contract specifications. These drawings shall be complete and detailed. If approval by the Contracting Officer, each copy of the drawings will be identified as having received such approval by being stamped and dated. The Contractor shall make any corrections required by the Contracting Officer. If the Contractor considers any corrections indicated on the drawings as constituting a change to the contract drawings or specifications, notice as required under the clause entitled "Changes" will be given to the Contracting Officer. Three (3) sets of all shop drawings will be retained by the Contracting Officer and two (2) sets will be returned to the Contractor.

The approval of the drawings by the Contracting Officer shall not be construed as a complete check, but will indicate only that the general method of construction and detailing is satisfactory. Approval of such drawings will not relieve the Contractor of the responsibility for any error which may exist as the Contractor shall be responsible for the dimensions and design of adequate connections, details, and satisfactory construction of all work.

Your attention is drawn to contract Clause No. 52.236-21, Specifications and Drawings for Construction (FEB 1997).

Mail Submittals to:

CONTRACTING OFFICER
USCG, CIVIL ENGINEERING UNIT MIAMI
15608 S.W. 117th AVE
MIAMI, FL 33177-1630

SCHEDULE OF MATERIAL SUBMITTALS

PROJECT TITLE											PROJECT NUMBER						CONTRACT NUMBER			
SPECIFICATION AND PARAGRAPH NUMBER	NUMBER OF COPIES REQUIRED										REQUIRED SUBMISSION DATE	SUBMITTAL NUMBER	RE-SUBMITTAL	DATE TO CONTRACTING	DATE TO PROJECT	DATE CONTRACTOR NOTIFIED				REMARKS
	CERTIFICATION OF	SHOP DRAWINGS	SAMPLES	COLOR SELECTION	MANUFACTURER'S	MANUFACTURER'S	CATALOG DATA	OPERATING	TEST RESULTS	OTHER						APPROVED	APPROVED WITH	DISAPPROVED	FINAL APPROVAL	

Progress Schedule Schedule of Values																				