

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>	1. CONTRACT ID CODE	PAGE	OF PAGES
		<b>1</b>	<b>10</b>

2. AMENDMENT/MODIFICATION NO. <b>0501</b>	3. EFFECTIVE DATE 11/9/2017	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable) 6653066
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6. ISSUED BY Contracting Officer USCG Civil Engineering Unit 1240 East Ninth Street, Room 2179 Cleveland, OH 44199-2060	7. ADMINISTERED BY (If other than Item 6) See Solicitation Paragraph L.5.
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8. NAME AND ADDRESS OF CONTRACTOR (no., street, county, State and ZIP Code)	√	9.A AMENDMENT OF SOLICITATION NO. <b>HSCG50-16-R-CGRMAC</b>
	X	9B. DATE (SEE ITEM 11) <b>July 20, 2016</b>
		10A. MODIFICATION OF CONTRACT/ORDER NO.
		10B. DATED (SEE ITEM 13)

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning **ONE** copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the Offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.	
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc) SET FORTH IN ITEM 14, PURSUANT TO AUTHORITY OF FAR 43.103(b).	
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:	
D. OTHER (Specify type of modification and authority).	

E. IMPORTANT: Contractor  is not,  is required to sign this document and return  copy to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
**DEPARTMENT OF HOMELAND SECURITY REGIONAL MULTIPLE AWARD CONSTRUCTION CONTRACT  
 REGION FIVE (PHASE TWO)**

Amendment 0501 to solicitation HSCG50-16-R-CGRMAC is issued to those offerors invited to Phase Two only and is for the seed project entitled "Design Build Services For Replace Fuel Systems at U. S. Coast Guard Station Oregon Inlet, Nags Head, North Carolina." This is the Request for Proposal for Phase Two for Region Five.

The Government intends to award no more than ten contracts. The offeror determined to provide the overall best value to the Government will also receive award of the seed project as the first task order.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>JAMES E. DINDA</b>		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

AMENDMENT 0501 AUTHORIZES THE FOLLOWING:

1. Phase Two Proposals are due by 2:00 p.m. Eastern Standard/Savings Time on Wednesday, December 20, 2017. Submit proposal to the following address:  
Contracting Officer  
USCG Civil Engineering Unit  
Attn: James Dinda  
1240 East Ninth Street, Rm. 2179  
Cleveland, OH 44199-2060
2. Pre-proposal inquiries or Request for Information (RFIs) must be received by Wednesday, December 13, 2017. We cannot guarantee an answer if pre-proposal inquiries or RFIs are received after December 13, 2017. Submit pre-proposal inquiries or RFIs via email to [James.E.Dinda@uscg.mil](mailto:James.E.Dinda@uscg.mil)
3. An offer guarantee is required. FAR 52.228-1 (c) The amount of the bid guarantee shall be 20% of the proposed price.
4. A pre-proposal site visit for the seed project "Design Build Services to Replace Fuel Systems at U. S. Coast Guard Station Oregon Inlet, Nags Head, North Carolina" is scheduled for 28-29 November 2017. Contractors at Coast Guard Station Nags Head, North Carolina. All attendees must have a valid Government issued identification. Provide a list of attendees to [JAMES.E.DINDA@USCG.MIL](mailto:JAMES.E.DINDA@USCG.MIL) no later than 2:00 p.m. EST on 21 November 2017. Site visits will be scheduled in two hour increments beginning at 10:00 a.m. on 28 November, with the last scheduled site visit taking place from 12:00 to 2:00 p.m. on 29 November. Site visits will be scheduled in order of receipt.
5. The Magnitude of Construction for the seed project "Design Build Services to Replace Fuel Systems at U. S. Coast Guard Station Oregon Inlet, Nags Head, North Carolina" is \$500,000.00 to \$1,000,000.00
6. Section F, Deliveries or Performance -Paragraph F.I, FAR 52.211-10 COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK (APR 1984): *Add* the following sentence to the end of the paragraph: "The performance period for the Seed Project, "Design Build Services to Replace Fuel Systems at U. S. Coast Guard Station Oregon Inlet, Nags Head, North Carolina", is 175 calendar days. The time stated for completion shall include final cleanup of the premises. Issuance of the task order constitutes notice to proceed. On site work cannot commence until an acceptable design, bonding, insurance certificate and construction schedule are received and approved by the Contracting Officer.
7. **DESIGNATED BILLING OFFICE AND INVOICE PROCEDURES**
  - (a) Submit the original invoice to the following designated billing address via ONE of the following modes, listed in descending order of preference:

**Note: If using 'Google Chrome' and 'Firefox', the web form will work. If not, fax or mail the invoice to the following:**

- (1) FINCEN website: [http://www.fincen.uscg.mil/centralinv/central\\_inv\\_contr.cfm](http://www.fincen.uscg.mil/centralinv/central_inv_contr.cfm)
- (2) FAX: 757-523-6900
- (3) Mailed to: Commercial Invoices  
U. S. Coast Guard Finance Center  
1430A Kristina Way  
Chesapeake, VA 23326

- (b) In addition to the items required for submission of a proper invoice under FAR 52.232-5 and 52.232-27, each invoice shall contain the following information:

- (1) Contract and/or Delivery/Task Order Number
- (2) Last Name of the Contract Specialist
- (3) Invoice Routing Code: **CEU-CLEV**
- (4) Annotation of contractor's small business representation for accelerated payment purposes.

**Note:** The May 2012 version of the USCG CEU Cleveland invoice form contains the CEU Cleveland routing code, small business representation annotation, and contract specialist's name. **Please utilize this version of the form which will be provided with the notice of award letter.**

**\*\* If you have task orders with other USCG offices, the Invoice Routing Code (IRC) must be changed to reflect the code for that office. \*\***

- (c) To facilitate processing, all proper invoices and any supporting information submitted electronically using the FINCEN web based invoice submission capability must be submitted as a single Adobe (.pdf) formatted file or as otherwise specified in the contract/task order.
- (d) A courtesy copy of the invoice shall be mailed to the Contract Specialist and the Contracting Officer's Representative (COR) at the following email addresses:  
Contract Specialist: To Be Designated at Award.  
COR: To Be Designated at Award.
- (e) Supporting documentation (progress schedule, certified payrolls, documentation of payment to surety, Contractor's Release form, etc.) shall be mailed directly to the assigned Contract Specialist at USCG CEU Cleveland. If the required documents are not on file at the time the invoice is received, the invoice will be rejected and returned.
- (f) Payment inquiries and status may be obtained at the following website:  
<https://www.fincen.uscg.mil/secure/payment.htm>.
- (g) In accordance with the Prompt Payment Act, for the purposes of determining a payment due date and the date on which interest will begin to accrue if a payment is late, a proper invoice shall be deemed to have been received:
  - (1) On the later of :
    - (i) For invoices that are mailed or transmitted via facsimile, the date a proper invoice is actually received by designated billing office and annotates the invoice with date of receipt at the time of receipt.
    - (ii) For invoices electronically transmitted by the contractor via web based submission, the date of a transmission is received by the designated billing office, and receipt confirmation is provided to the designated recipient; or
    - (iii) The seventh day after the date on which the property is actually delivered or performance of the services is actually completed; unless—
      - (a) The agency has actually accepted the property or services before the seventh day in which case the acceptance date shall substitute for the seventh day after the delivery date; or
      - (b) A longer acceptance period is specified in the contract, in which case the date of actual acceptance or the date on which such longer acceptance period ends shall substitute for the seventh day after the delivery date;
  - (2) On the date placed on the invoice by the contractor, when the agency fails to annotate the invoice with the date of receipt of the invoice at the time of receipt (such invoice must be a proper invoice); or

- (3) On the date of delivery, when the contract specifies that the delivery ticket may serve as an invoice.
- (4) Web based submission by the contractor and receipt confirmation does not reflect Government reviewer acceptance of the invoice

8. Section I, Contract Clauses:

FAR Clause 52.232-27, PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (MAY 2014): *Clause is updated to 52.232-27, PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (JAN 2017) and Add the following: "52.232-27 (a)(1)(i)(A) is changed. The due date for making such payments shall be 30 days after receipt of the payment request by the designated billing office."*

9. Add the following to Section H:

**CORRESPONDENCE**

All correspondence, emails, etc. shall be forwarded directly to the Contract Specialist. If mailed, send to the address below. The Contract Specialist shall also be "copied" on all emails and other correspondence pertaining to the contract.

Contracting Officer  
USCG Civil Engineering Unit  
**Attn: James E. Dinda**  
1240 East Ninth Street, Rm. 2179  
Cleveland, OH 44199-2060  
Email address: james.e.dinda@uscg.mil

**Ensure that all documents reference the Task Order Number, i.e. (18-PCR099).**

**SUPERINTENDENCE BY CONTRACTOR**

In accordance with FAR 52.236-6 Superintendence by the Contractor, the contractor shall directly oversee all work or have on the worksite a competent superintendent who is satisfactory to the Contracting Officer and who has authority to act for the contractor. The superintendent cannot be designated for more than one contract while on-site work is being performed. **(The superintendent and alternate shall be an employee of the prime contractor).** The profile/summary shall include an outline of the superintendent's qualifications and the extent of his authority. (Do NOT submit this information in the Safety Plan.) This information shall be submitted to the Contracting Officer, in writing, within **TEN DAYS** from issuance of the initial Notice to Proceed letter.

**Special Notice:** The Superintendent and Alternate shall have the ability to speak, read and write English fluently.

10. Add the following clauses to Section I:

**FAR 52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (DHS-USCG Class Deviation 14-01) (SEP 2013).**

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the enhancement of whistleblower protections for Contractor employees established at 10 U.S.C. 2409 by section 827 of the NDAA for FY 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 10 U.S.C. 2409, as described in section 3.908 of the FAR.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

**FAR 52.232-18 Availability of Funds (APR 1984).**

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives note of such availability, to be confirmed in writing by the Contracting Officer.

11. Add the following clauses to Section I (by reference):

FAR 52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Requirements (JAN 2017)

FAR 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017).

FAR 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017).

12. Section J, List of Attachments: *Add* Attachment J.4, Specification PN 6849424, "Design Build Services to Replace Fuel Systems at U. S. Coast Guard Station Oregon Inlet, Nags Head, North Carolina" which accompanies this amendment in CD form, including drawings and photos as described in the specification.

13. Section J, List of Attachments: *Add* Attachment J.5, General Decision Number: NC170069 with Modification No. 0 dated 01/06/2017, for the Seed Project, Design Build Services for Replace Fuel Systems at U. S. Coast Guard Station Oregon Inlet, Nags, which accompanies this amendment

14. Section L, Instructions, Conditions and Notices to Offerors - Paragraph L.5, Proposal Submission Instructions: *Add* the following verbiage to the end of the paragraph:

**"SPECIFIC PHASE TWO INSTRUCTIONS":**

Offerors are to submit proposals entitled "RMACC Phase II Proposal" in three ring binders. Submit Phase TWO proposals in two separate volumes: Volume 1, TECHNICAL APPROACH, and Volume 2, PRICE PROPOSAL. Include one CD inclusive of entire submission.

Volume 1: Submit information in Volume 1 that addresses Technical Solution Seed Project / Means and Methods (a) Means & Methods (Subfactor), (b) Schedule & Design Approach (Subfactor). Provide one original hard copy and three hard copies in binders.

Volume 2: Submit information in Volume 2 to include signed "Solicitation, Offer, and Award" (SF1442) with acknowledgement of all Phase Two amendments, data to support price proposal and bid guarantee. Provide one original hard copy in a binder. Price for "Seed Project" will be provided in block 17 of the SF 1442.

15. Add the following clauses to Section L:

**FAR 52.222-23 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction (FEB 1999).**

Goals for minority  
participation/each trade

Goals for female  
participation/each trade

**31.7%**

**6.9%**

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is the **City of Nags Head, Dare County, North Carolina.**

**FAR 52.236-27 Site Visit Construction (FEB 1995).**

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting 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) Pre-Award Site visits will be conducted as described in paragraph 4 above.

**PROGRESS PAYMENTS FOR MATERIALS RECEIVED BUT NOT INSTALLED**

FAR Clause 52.232-5 states the Contracting Officer may authorize payments for materials delivered to the site or other locations than the site but not yet installed. For this contract, the Contracting Officer may authorize payments not to exceed 80% of the cost of such material. (Payment requests for 100% of material costs will not be approved). The payment request must be accompanied by satisfactory evidence that the Contractor has acquired title to the material, that the material will be used to perform this contract, and that a designated Government Representative has certified that the material is properly stored and protected.

16. Solicitation paragraph L.4, Joint Venture Agreements: A copy of the fully executed Joint Venture Agreement shall be provided with the proposal.

17. Section M, Evaluation Factors for Award: Paragraph M.2, Evaluation Factors, *Add* the following to the end of M.2.

## **Evaluation Factors for Award, Phase II:**

### **Phase Two: Factor 5 – Technical Solution Seed Project / Means & Methods**

#### **Means & Methods (Subfactor)**

In a narrative not to exceed five pages discuss your technical approach and provide any project specific documentation that is related to the seed project requirement and outlined in the Phase Two RFP. Describe your execution strategy for the project including the Design-Build delivery, as well as your approach to the specific project site, geographic area and other challenges. Identify the designer and the designer's qualification and experience. Discuss the rationale for selection of the designer. Discuss key personnel and their significant credentials and experience.

#### **Basis of Evaluation:**

The Government will evaluate the Offeror's technical approach to determine the manner and extent to which the Offeror's proposed solutions, approaches, and resources provide an executable strategy for of successful performance. Narratives that distinguish key project risks and outline approaches, strategies, and staffing decisions that mitigate the risks will be rated higher. Proposals that demonstrate that the designer and key personnel have specific qualifications and experience that will increase the likelihood of successful performance will be rated higher.

#### **Schedule & Design Approach (Subfactor)**

Provide a schedule from contract award through construction completion, identifying no more than the 50 most important critical path activities and milestones. The schedule should clearly show the logic and sequence of events necessary for the successful execution of the project. Although there is no specific page limit for the schedule, any extraneous narrative comments provided on the schedule will not be evaluated.

In a narrative not to exceed 5 pages, describe design approaches that were considered, outline the rationale for the proposed solution, and indicate aspects of your design (such as materials, systems, features and technologies that will benefit the government from the point of view that they will be energy efficient, easily maintained, durable, and/or sustainable.)

#### **Basis of Evaluation:**

The offeror's schedule will be evaluated based on an assessment of the Offeror's understanding of the project scope and identification of critical activities as reflected in the schedule. The schedule will be used to assess the level of confidence of project completion within the stated period of performance. Schedules that clearly convey a detailed, logical, and systematic approach to the work and that address important factors will be rated higher. The seed project will be awarded at the stated period of performance in the Phase Two RFP. Submitted schedules indicating a shorter period of performance will not be viewed more favorably.

The offeror's design approach will be evaluated based on the extent to which it demonstrates the Offeror's understanding of the project scope and the extent to which it provides an effective solution to the requirements outlined in the Phase Two RFP. Design approaches that outline key considerations and demonstrate practical design solutions in line with the requirements will be rated higher. Where design approaches can both meet performance requirements and introduce distinguishable benefit to the government (including elements of energy efficiency, maintainability, durability, and or sustainability) the offeror will be rated higher.

#### **Price Evaluation Factor**

Submit the price in accordance with the price schedule issued with Phase Two of the RFP.

#### **Basis of Evaluation:**

Price analysis in accordance with FAR 15.404, will be used to ensure that the final agreed to price for the task order is fair and reasonable.

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	HSCG8316RCGRMAC	<input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	10/20/2017	1

**IMPORTANT** - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER
		6653066
7. ISSUED BY	CODE	8. ADDRESS OFFER TO
Contracting Officer USCG Civil Engineering Unit 1240 East Ninth Street, Room 2179 Cleveland, OH 44199-2060		Same as block 7.

9. FOR INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (Include area code) (NO COLLECT CALLS)
	James Dinda	216-902-6223

**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 number, date*)  
 Department of Homeland Security Regional Multiple Award Construction Contracts (RMACC) For Region 5 (Phase Two)  
 (Design Build Services for Replace Fuel Systems at U. S. Coast Guard Station Oregon Inlet, Nags Head, North Carolina.)  
  
 North American Industry Classification System Code (NAICS) 236220 Commercial and Institutional Building Construction  
 Small Business Size Standard: \$36.5M

Regional Multiple Award Construction Contract Region 5 is set aside for Service Disabled Veteran Owned Small Businesses. The Government intends to award no more than ten contracts in Phase Two. The offeror determined to provide the overall best value to the Government will also receive award of the seed project as the first task order.

Term of IDIQ Contracts: Base Year + Six Option Years

Two-Phase Design-Build Selection Procedures outlined in FAR Subpart 36.3 will be used for this procurement. Those offerors selected as most highly qualified during Phase One will receive the requirements and wage determination for a regional seed project as part of Phase Two. Site Visit information for the seed project is outlined in Section L.

Standard Form 1442 is required for submission with the Phase 2 proposal. Phase One and Two amendments shall be acknowledged. Proposal submission procedures are described in Section L.

11. The contractor shall begin performance within 10 calendar days and complete it within 175 calendar days after receiving  award,  notice to proceed. This performance period is  mandatory  negotiable. (See \_\_\_\_\_).

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES", indicate within how many calendar days after award in Item 12b.)</i>	12b. CALENDAR DAYS
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

- a. Sealed offers in original and 3 copies to perform the work required are due at the place specified in Item 8 by 2:00 PM (hour) local time November 21, 2017. If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- b. An offer guarantee  is,  is not required.
- c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- d. Offers providing less than 180 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 NUMBER (Include area code) FAX: _____ EMAIL: _____
CODE _____ FACILITY CODE _____	18. REMITTANCE ADDRESS (Include only if different than Item 14.)

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within \_\_\_\_\_ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum 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 NUMBER	DATE								

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20b. SIGNATURE	20c. OFFER DATE
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**AWARD (To be completed by Government)**

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
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24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM See Amend Item 7	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 3304(a) ( )
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26. ADMINISTERED BY  See Block 7.	27. PAYMENT WILL BE MADE BY Commercial Invoices U. S. Coast Guard Finance Center 1430A Kristina Way Chesapeake, VA 23326
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**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

<input type="checkbox"/> 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 requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.	<input type="checkbox"/> 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.
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30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)	31a. NAME OF CONTRACTING OFFICER (Type or print)
30b. SIGNATURE	31b. UNITED STATES OF AMERICA
30c. DATE	BY _____
	31c. DATE

**SUPPLIES OR SERVICES AND PRICES/COSTS**

Each of the contracts will include a base year and six option years. Task order limits will range from \$2,000 to \$7M and be Firm Fixed Price.

**CLIN 0001:** BASE YEAR RMACC (The term of the base year will be one year from effective award date for all awardees).

**CLIN 1001:** 1st OPTION YEAR RMACC FFP (One year after end of the Base Year)

**CLIN 2001:** 2nd OPTION YEAR RMACC FFP (One year after end of the First Option Year)

**CLIN 3001:** 3rd OPTION YEAR RMACC FFP (One year after end of the Second Option Year)

**CLIN 4001:** 4<sup>th</sup> OPTION YEAR RMACC FFP (One year after end of the Third Option Year)

**CLIN 5001:** 5<sup>th</sup> OPTION YEAR RMACC FFP (One year after end of the Fourth Option Year)

**CLIN 6001:** 6<sup>th</sup> OPTION YEAR RMACC FFP (One year after end of the Fifth Option Year)

**CLIN 0002: Funds the Minimum Guarantee Amount or Seed Project for Region 5: Design**

**CLIN 0002: SEED PROJECT FOR REGION 5:** Design Build for Replace Fuel Systems at U. S. Coast Guard Station Oregon Inlet, Nags Head, NC. The performance period for the Seed Project is 175 calendar days. The time stated for completion shall include final cleanup of the premises. Issuance of the task order constitutes notice to proceed. On site work cannot commence until an acceptable design, bonding, insurance certificate and construction schedule are received and approved by the Contracting Officer.

**Base Item 001:**

**TOTAL PROPOSED PRICE ("Seed Project"):** \$ \_\_\_\_\_

General Decision Number: NC170069 01/06/2017 NC69

Superseded General Decision Number: NC20160069

State: North Carolina

Construction Type: Heavy

Counties: Beaufort, Bertie, Camden, Carteret, Chowan, Craven, Dare, Gates, Hertford, Hyde, Jones, Martin, Pamlico, Pasquotank, Perquimans, Tyrrell and Washington Counties in North Carolina.

#### HEAVY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/06/2017

SUNC2011-050 08/26/2011

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 15.47	1.50
CEMENT MASON/CONCRETE FINISHER...	\$ 13.10	1.32
LABORER: Common or General.....	\$ 9.63	0.33
LABORER: Pipelayer.....	\$ 12.86	1.73
OPERATOR:		
Backhoe/Excavator/Trackhoe.....	\$ 14.50	2.39
TRUCK DRIVER.....	\$ 12.02	0.00

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

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the

Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that

classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

#### Union Average Rate Identifiers

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

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

Branch of Construction Wage Determinations  
Wage and Hour Division

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

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

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

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

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

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

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

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END OF GENERAL DECISION

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