SOLICITATION, OFFER, AND AWARD *(Construction, Alteration, or Repair)*	1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	W912DS26RA015	☐ SEALED BID (IFB) INVITATION FOR BID ☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	17 APR 2026	1 102

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

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER
		26-9

7. ISSUED BY CODE W912DS

W2SD ENDIST NEW YORK
KO CONTRACTING DIVISION, 26 FEDERAL PLAZA ROOM 16 300
NEW YORK, NY 10278-0004
UNITED STATES
ORLANDO NIEVES, EMAIL: ORLANDO.NIEVES@USACE.ARMY.MIL TELEPHONE: (917) 790-8078

8. ADDRESS OFFER TO

9. FOR INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(Include area code) (NO COLLECT CALLS)*
	ORLANDO NIEVES	(917) 790-8078

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)*

PROJECT TITLE: ELECTRICAL SWITCHING STATION NORTH, WATERVLIET ARSENAL, NEW YORK.
PROJECT LOCATION: WATERVLIET ARSENAL, NEW YORK

1. THIS SOLICITATION IS UNRESTRICTED FOR FULL AND OPEN COMPETITION WITH HUBZONE PREFERENCE AS A SINGLE-STEP BEST VALUE TRADEOFF.

2. NAICS CODE: 236220, SIZE STANDARD: $45,000,000.

3. MAGNITUDE OF CONSTRUCTION: BETWEEN $10,000,000 AND $25,000,000

4. SUBMIT PROPOSAL NO LATER THAN 2:00 P.M. EST ON 19 MAY 2026 TO:
CONTRACTING OFFICER, MR. MATTHEW LUBIAK (MATTHEW.E.LUBIAK@USACE.ARMY.MIL) AND
CONTRACT SPECIALIST, MR. ORLANDO NIEVES (ORLANDO.NIEVES@USACE.ARMY.MIL

TO:
U.S. ARMY CORPS OF ENGINEERS
NEW YORK DISTRICT, CONTRACTING DIVISION
26 FEDERAL PLAZA, ROOM 16-300
NEW YORK, NY 10278-0090

11. The contractor shall begin performance within 5 calendar days and complete it within 1081 calendar days after receiving

☐ award, ☒ notice to proceed. This performance period is ☐ mandatory ☐ negotiable. *(See* FAR 52.211-10 *).*

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? *(If "YES", indicate within how many calendar days after award in Item 12b.)*	12b. CALENDAR DAYS
☒ YES ☐ NO	10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 02:00 PM ***(hour)*** local time 19 MAY 2026 (date). 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 120 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)*

CODE FACILITY CODE

15. TELEPHONE NUMBER *(Include area code)*

16. 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

AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

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

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO THE UNITED STATES CODE AT
☐ 10 U.S.C. 3204(a) ( ) ☐ 41 U.S.C. 3304(a) ( )

26. ADMINISTERED BY

27. PAYMENT WILL BE MADE BY

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 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.

☐ 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. DATE

Section 00 00 00 - Procurement and Contracting Requirements

WVA Electrical Switching Station

Identifier	Document Name	Document Description	Reference Identifier	Date	Line Item	Page Numbers	Document Type	Provided Under Separate Cover
0001	Evaluation Factors	Evaluation Factors	Evaluation Factors	07 Apr 2026			Attachment	No

Section 00 10 00 - Solicitation, Contract Line Item Number (CLIN) Schedule

Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	All work associated with the construction of the Electrical Switch Station in accordance with the plans and specification. This CLIN includes the space, racks, pathways and cabling ONLY for CCTV and IDS. A complete card access control (CAC) system is part of this CLIN. This CLIN does not include CLINs 0002 - 0004. Pricing Arrangement: Firm Fixed Price	1	Job		
0002	All work associated with furnish and install 4 - 2MW generators as per the plans and specifications. Product Service Code: Y1EZ North American Industry Classification System (NAICS): 236220 Pricing Arrangement: Firm Fixed Price	1	Job		
0003	PRE-PRICED CLIN $100,000.00 (One Hundred Thousand Dollars) Turnover of electronic and printed O/M manuals. The contractor is to turn over all O/M manuals as directed by the COR at the conclusion of construction. (Pre priced CLIN). Product Service Code: Y1EZ North American Industry Classification System (NAICS): 236220 Pricing Arrangement: Firm Fixed Price	1	Job		
0004	PRE-PRICED CLIN $100,000.00 (One Hundred Thousand Dollars) Turnover of electronic and printed as built drawings. The contractor is to turn over all as builts as	1	Job		

	directed by the specifications and COR at the conclusion of construction. (Pre priced CLIN) Pricing Arrangement: Firm Fixed Price				

Section 00 20 00 - Instructions for Procurements

TOTAL BID (CLIN 0001 THRU 0004) $_____

NOTES TO BIDDERS

(1) CLIN 0003 and 0004 are pre-priced and should not change.

(2) Please refer to the Scope of Work section 01 11 00 for a description of the CLINs and reference to drawings and specifications.

(3) Offeror must submit a price for every CLIN. Failure to do so may result in Offer being unacceptable.

(4) Offers are to be valid for 120 calendar days.

(5) Period of performance (PoP - total contract duration) for the base bid scope is 1081 calendar days from NTP (Notice to Proceed).

*** END OF NARRATIVE ***

Section 00 21 00 - Instructions

CPARS- The Federal Acquisition Regulation (FAR) requires that Past Performance Information (PPI)be collected on DoD contracts. The Contractor Performance Assessment Reporting System (CPARS) is a web enabled application the supports the completion, distribution and retrieval of all contract performance evaluations. Contractor Representative are responsible for reviewing and commenting on evaluations submitted on the Contractor Performance Assessment Reporting System (CPARS) website at. https://www.cpars.gov/index.htm

BONDS- The Standard Form (SF24, SF25, and SF25A) for these bonds have been revised as of October2023, when including your proposal/offer, contractors/sureties shall use the revised versions. No other version will be valid and thus may render your proposal/offer nonresponsive.

EVERIFY- "The Contractor must pre-screen Candidates using the E-Verify Program (http://www.uscis.gov/e-verify) website to meet the established employment eligibility requirements. The Vendor must ensure that the Candidate has two valid forms of Government issued identification prior to enrollment to ensure the correct information is entered into the E-Verify system. An initial list of verified/eligible Candidates must be provided to the COR no later than 3 business days after the initial contract award." *When contracts are with individuals, the individuals will be required to complete a Form I-9, Employment Eligibility Verification, with the designated Government representative. This Form will be provided to the Contracting Officer and shall become part of the official contract file.

The government will not be responsible for submissions delivered to any location or to anyone other than those designated to receive proposals. Offerors are responsible for ensuring that Proposals are submitted so as to reach the designated recipient and designated location. Offerors are responsible for allowing sufficient time for the proposals to be received in accordance with the instructions provided.

*** END OF NARRATIVE ***

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.204-7	System for Award Management-Registration. (Deviation)	2026-02		
52.214-34	Submission of Offers in the English Language.	1991-04		
52.214-35	Submission of Offers in U.S.	1991-04		

	Currency.	
52.215-1	Instructions to Offerors-Competitive Acquisition. (Deviation)	2026-02
52.222-5	Construction Wage Rate Requirements-Secondary Site of the Work. (Deviation)	2026-02
52.225-12	Notice of Buy American Requirement-Construction Materials Under Trade Agreements.	2014-05

DFARS Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements.	2023-11		
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors.	2023-01		
252.215-7016	Notification to Offerors-Postaward Debriefings.	2025-10		
252.233-7001	Choice of Law (Overseas).	1997-06		

FAR Provisions Incorporated by Full Text

Number	Title	Effective	Alternate	Variation

		Date	Deviation	Effective Date
52.216-1	Type of Contract. (Deviation)	2026-02		

Type of Contract (Feb 2026) (Deviation)

The Government contemplates award of a **Firm Fixed Price** contract resulting from this solicitation.

(End of provision)

52.228-1	Bid Guarantee.	1996-09		

Bid Guarantee (Sept 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, *e.g.,* bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds-

(1) To unsuccessful bidders as soon as practicable after the opening of bids; and

(2) To the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) The amount of the bid guarantee shall be **20%** percent of the bid price or **$3 Million**, whichever is less.

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of clause)

52.252-1	Solicitation Provisions Incorporated by Reference.	1998-02

Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

https://www.acquisition.gov

(End of provision)

52.252-3	Alterations in Solicitation.	1984-04

Alterations in Solicitation (Apr 1984)

Portions of this solicitation are altered as follows:

None

(End of clause)

52.252-5	Authorized Deviations in Provisions.	2020-11

Authorized Deviations in Provisions (Nov 2020)

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

(b) The use in this solicitation of any (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

DFARS Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.215-7008	Only One Offer.	2022-12		

ONLY ONE OFFER (DEC 2022)

(a) Cost or pricing data requirements. After initial submission of offers, if the Contracting Officer notifies the Offeror that only one offer was received, the Offeror agrees to-

(1) Submit any additional cost or pricing data that is required in order to determine whether the price is fair and reasonable (10 U.S.C. 3705) or to comply with the statutory requirement for certified cost or pricing data (10 U.S.C. 3702 and FAR 15.403-3); and

(2) Except as provided in paragraph (b) of this provision, if the acquisition exceeds the certified cost or pricing data threshold and an exception to the requirement for certified cost or pricing data at FAR 15.403-1(b)(2) through (5) does not apply, certify all cost or pricing data in accordance with paragraph (c) of DFARS provision 252.215-7010, Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data, of this solicitation.

(b) Canadian Commercial Corporation. If the Offeror is the Canadian Commercial Corporation, certified cost or pricing data are not required. If the Contracting Officer notifies the Canadian Commercial Corporation that additional data other than certified cost or pricing data are required in accordance with DFARS 225.870-4(c), the Canadian Commercial Corporation shall obtain and provide the following:

(1) Profit rate or fee (as applicable).

(2) Analysis provided by Public Works and Government Services Canada to the Canadian Commercial Corporation to determine a fair and reasonable price (comparable to the analysis

required at FAR 15.404-1).

(3) Data other than certified cost or pricing data necessary to permit a determination by the U. S. Contracting Officer that the proposed price is fair and reasonable ____[U.S. Contracting Officer to provide description of the data required in accordance with FAR 15.403-3(a)(1) with the notification].

(4) As specified in FAR 15.403-3(a)(4), an offeror who does not comply with a requirement to submit data that the U.S. Contracting Officer has deemed necessary to determine price reasonableness or cost realism is ineligible for award unless the head of the contracting activity determines that it is in the best interest of the Government to make the award to that offeror.

(c) Subcontracts. Unless the Offeror is the Canadian Commercial Corporation, the Offeror shall insert the substance of this provision, including this paragraph (c), in all subcontracts exceeding the simplified acquisition threshold defined in FAR part 2.

(End of provision)

Section 00 21 16 - Instructions to Proposers

See attached evaluation factors.

*** END OF NARRATIVE ***

Section 00 22 16 - Supplementary Instructions to Proposers

ELECTRONIC PROPOSALS

(a) Definition. Electronic proposal, as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via electronic commerce (see FAR Subpart 4.5 -- Electronic Commerce in Contracting).

(b) Offerors may submit electronic proposals as responses to this solicitation. Electronic proposals are subject to the same rules as paper proposals.

(c) The format for electronic proposals in this solicitation is: PDF documents sent via email, ONLY to the Contract Specialist and Contracting Officer, as listed below:

Orlando Nieves: Email Address: Orlando.Nieves@usace.army.mil

Matthew Lubiak: Email Address: Matthew.e.Lubiak@usace.army.mil

(d) If any portion of an electronic proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document -- (1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal; (2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and (3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

(e) The Government reserves the right to make award solely on the electronic proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

*** END OF NARRATIVE ***

Section 00 45 00 - Representations and Certifications

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.	2017-01		
52.229-12	Tax on Certain Foreign Procurements.	2021-02		

DFARS Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	2022-09		
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	2016-10		
252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	2022-05		
252.225-7057	Preaward Disclosure of Employment of Individuals Who Work in the People's Republic of	2022-08		

	China.	
252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation.	2023-06

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.209-7	Information Regarding Responsibility Matters. (Deviation)	2026-02		

Information Regarding Responsibility Matters (Feb 2026) (Deviation)

(a) Definitions. As used in this provision-

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than $10,000,000 means-

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in-

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for

Award Management, which can be accessed via https://www.sam.gov (see 52.204-7).

(End of provision)

DFARS Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation.	2021-05		

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

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

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

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

essential component of any system, or as critical technology as part of any system.

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

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

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

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

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

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

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

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

(End of provision)

Section 00 70 00 - Conditions of the Contract

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.219-9	Small Business Subcontracting Plan. (Deviation) (Alternate II)	2026-02	Alternate II	2026-02
52.222-3	Convict Labor. (Deviation)	2026-02		
52.222-7	Withholding of Funds. (Deviation)	2026-02		
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation)	2026-02		
52.240-91	Security Prohibitions and Exclusions. (Deviation)	2026-02		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.226-7003	Drug-Free Work Force.	2024-08		

Section 00 72 00 - General Conditions

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-3	Gratuities.	1984-04		
52.203-5	Covenant Against Contingent Fees.	2014-05		
52.203-6	Restrictions on Subcontractor Sales to the Government.	2020-06		
52.203-7	Anti-Kickback Procedures.	2020-06		
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	2014-05		
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	2014-05		
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	2020-06		
52.203-13	Contractor Code of Business Ethics and Conduct.	2021-11		
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	2017-01		
52.204-9	Personal Identity Verification of Contractor Personnel.	2011-01		
52.204-10	Reporting Executive	2026-02		

	Compensation and First-Tier Subcontract Awards. (Deviation)	
52.204-13	System for Award Management-Maintenance. (Deviation)	2026-02
52.204-19	Incorporation by Reference of Representations and Certifications.	2014-12
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation)	2026-02
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters. (Deviation)	2026-02
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation)	2026-02
52.210-1	Market Research. (Deviation)	2026-02
52.211-13	Time Extensions.	2000-09
52.212-4	Terms and Conditions-Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-02
52.215-2	Audit and Records-Negotiation. (Deviation)	2026-02
52.217-2	Cancellation Under Multi-year Contracts.	1997-10

52.219-8	Utilization of Small Business Concerns. (Deviation)	2026-02
52.219-9	Small Business Subcontracting Plan. (Deviation)	2026-02
52.219-16	Liquidated Damages-Subcontracting Plan. (Deviation)	2026-02
52.219-33	Nonmanufacturer Rule. (Deviation)	2026-02
52.222-1	Notice to the Government of Labor Disputes. (Deviation)	2026-02
52.222-4	Contract Work Hours and Safety Standards-Overtime Compensation. (Deviation)	2026-02
52.222-6	Construction Wage Rate Requirements. (Deviation)	2026-02
52.222-8	Payrolls and Basic Records. (Deviation)	2026-02
52.222-9	Apprentices and Trainees. (Deviation)	2026-02
52.222-10	Compliance with Copeland Act Requirements. (Deviation)	2026-02
52.222-11	Subcontracts (Labor Standards). (Deviation)	2026-02
52.222-12	Contract Termination-Debarment.	2014-05
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations.	2014-05

52.222-14	Disputes Concerning Labor Standards. (Deviation)	2026-02
52.222-35	Equal Opportunity for Veterans. (Deviation)	2026-02
52.222-40	Notification of Employee Rights Under the National Labor Relations Act. (Deviation)	2026-02
52.222-50	Combating Trafficking in Persons. (Deviation)	2026-02
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52.242-13	Bankruptcy.	1995-07
52.242-14	Suspension of Work.	1984-04
52.243-4	Changes. (Deviation)	2026-02
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52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation)	2026-02
52.246-12	Inspection of Construction.	1996-08
52.246-13	Inspection-Dismantling, Demolition, or Removal of Improvements.	1996-08

52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form).	1984-04
52.249-2	Termination for Convenience of the Government (Fixed-Price).	2012-04
52.249-3	Termination for Convenience of the Government (Dismantling, Demolition, or Removal of Improvements).	2012-04
52.249-10	Default (Fixed-Price Construction).	1984-04

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7003	Control of Government Personnel Work Product.	1992-04		
252.204-7004	Antiterrorism Awareness Training for Contractors.	2023-01		
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	2023-01		
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism.	2019-05		
252.219-7003	Small Business Subcontracting	2019-12		

	Plan (DoD Contracts).	
252.222-7002	Compliance with Local Labor Laws (Overseas).	1997-06
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	2023-06
252.236-7000	Modification Proposals--Price Breakdown.	1991-12
252.236-7007	Additive or Deductive Items.	1991-12
252.247-7023	Transportation of Supplies by Sea.	2024-10

FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.211-12	Liquidated Damages-Construction.	2000-09		

Liquidated Damages-Construction (Sept 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of:

First Tier: $2,858.00/day. This amount is the "first tier" demurrage based upon costs incurred in administration of the contract past the completion date. This amount does not include any liquidated damages for each day of delay that would accrue to the using service from exclusion of beneficial occupancy.

Second Tier: $714.00/day. The "second tier" demurrage shall be assessed at the rate calculated below in the event the contractor fails to complete documented punchlist items after the date of beneficial occupancy.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

52.219-28	Postaward Small Business Program Rerepresentation. (Deviation)	2026-02

Postaward Small Business Program Rerepresentation (Feb 2026) (Deviation)

(a) Definitions. As used in this clause-

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

Small business concern-

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

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

(b) If the Contractor represented that it was a small business concern, a small disadvantaged business concern, or a joint venture that was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at https://www.sba.gov/document /support--table-size-standards.

(d) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition-

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

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

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

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation(s) required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award

Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting officer in writing within the timeframes specified in paragraph (b) of this clause, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

(1) The Contractor represents that it [ ] is, [ ] is not a small business concern under ____NAICS Code assigned to ____contract number.

(2) [Complete only if the Contractor represented itself as a small business concern in paragraph (g)(1) of this clause.] The Contractor represents that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1001.

(3) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The Contractor represents that it [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [____The Contractor shall enter the name and unique entity identifier of each party to the joint venture: __.]

(4) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The Contractor represents that it [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [____The Contractor shall enter the name and unique entity identifier of each party to the joint venture: __ .]

(5) Service-disabled veteran-owned small business (SDVOSB) joint venture eligible under the SDVOSB Program. The Contractor represents that it [ ] is, [ ] is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [____The Contractor shall enter the name and unique entity identifier of each party to the joint venture: __.]

(6) HUBZone joint venture eligible under the HUBZone Program.[Complete only if the offeror is a HUBZone small business concern.] The offeror represents, as part of its offer, that It [ ] is, [ ]

is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [____The Contractor shall enter the name and unique entity identifier of each party to the joint venture: .] Each HUBZone small business concern participating in the HUBZone joint venture must be certified as a HUBZone concern. [____Contractor to sign and date and insert authorized signer's name and title.]

(End of clause)

52.225-11	Buy American-Construction Materials under Trade Agreements. (Deviation)	2026-02

Buy American-Construction Materials under Trade Agreements (Feb 2026) (Deviation)

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

Caribbean Basin country construction material means a construction material that-

(1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

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

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

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

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

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

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

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

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

Cost of components means-

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

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

Critical component means a component that is mined, produced, or manufactured in the United States and deemed critical to the U.S. supply chain. The list of critical components is at FAR 25.105.

Critical item means a domestic construction material or domestic end product that is deemed critical to U.S. supply chain resiliency. The list of critical items is at FAR 25.105.

Designated country means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, North Macedonia, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or United Kingdom);

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

Designated country construction material means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

Domestic construction material means-

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

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

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

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or

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

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

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

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

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

Free Trade Agreement country construction material means a construction material that-

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

Least developed country construction material means a construction material that-

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

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

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

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

WTO GPA country construction material means a construction material that-

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials.

(1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C.1907, the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction material, excluding COTS fasteners. In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American restrictions are waived for designated country construction materials.

(2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows:

None

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

(i) The cost of domestic construction material would be unreasonable.

(A) *For domestic construction material that is not a critical item or does not contain critical components*.

(1) The cost of a particular domestic construction material subject to the restrictions of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent;

(2) [Reserved]

(3) [Reserved]

(B) *For domestic construction material that is a critical item or contains critical components*.

(1) The cost of a particular domestic construction material that is a critical item or contains critical components, subject to the requirements of the Buy American statute, is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent plus the additional preference factor identified for the critical item or construction material containing critical components listed at FAR 25.105.

(2) [Reserved]

(3) [Reserved]

(ii) The application of the restriction of the Buy American statute 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 statute.

(1)

(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including-

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign

construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

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

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

Foreign and Domestic Construction Materials Price Comparison			
Construction material description	Unit of measure	Quantity	Price (dollars)*
Item 1:			
Foreign construction material.	____	____	____
Domestic construction material.	____	____	____
Item 2:			
Foreign construction material.	____	____	____
Domestic construction material.	____	____	____

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

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

[*Include other applicable supporting information.*]

(End of clause)

52.232-5	Payments under Fixed-Price Construction Contracts.	2014-05

Payments under Fixed-Price Construction Contracts (May 2014)

(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.

(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 to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until-

(i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or

(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) of this clause 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 excepted 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 of1940 (31 U.S.C.3727 and 41 U.S.C. 6305).

(i) Limitation because of undefinitized work. Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized 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 paragraph (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)

52.232-16 Progress Payments. (Deviation) 2026-02

Progress Payments (Feb 2026) (Deviation)

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts of $2,500 or more approved by the Contracting Officer, under the following conditions:

(a) Computation of amounts.

(1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under Federal Acquisition Regulation (FAR) 31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due and will be paid to subcontractors-

(i) In accordance with the terms and conditions of a subcontract or invoice; and

(ii) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless-

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).

(4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:

(i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.

(ii) Costs incurred by subcontractors or suppliers.

(iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

(iv) Payments made or amounts payable to subcontractors or suppliers, except for-

(A) Completed work, including partial deliveries, to which the Contractor has acquired title; and

(B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor (ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

(6) The total amount of progress payments shall not exceed 80 percent of the total contract price.

(7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) of this clause, the Contractor shall repay the amount of such excess to the Government on demand.

(8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than $2,500. The Contracting Officer may make exceptions.

(9) The costs applicable to items delivered, invoiced, and accepted shall not include costs in excess of the contract price of the items.

(b) *Liquidation.* Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

(c) *Reduction or suspension.* The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) of this clause).

(2) Performance of this contract is endangered by the Contractor's (i) failure to make progress or (ii) unsatisfactory financial condition.

(3) Inventory allocated to this contract substantially exceeds reasonable requirements.

(4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.

(5) The fair value of the undelivered work is less than the amount of unliquidated progress payments for that work.

(6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) of this clause, and that rate is less than the progress payment rate stated in subparagraph (a)(1) of this clause.

(d) *Title.*

(1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) *Property,* as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (d)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract, e.g., the termination clauses, shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall (i) exclude the allocable costs of the property from the costs of contract performance, and (ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not-

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(e) *Risk of loss.* Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is lost (see 45.101).

(f) *Control of costs and property.* The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g) *Reports, forms, and access to records.*

(1) The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information (including estimates to complete) reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

(2) The Contractor shall furnish estimates to complete that have been developed or updated within six months of the date of the progress payment request. The estimates to complete shall represent the Contractor's best estimate of total costs to complete all remaining contract work required under the contract. The estimates shall include sufficient detail to permit Government verification.

(3) Each Contractor request for progress payment shall:

(i) Be submitted on Standard Form 1443, Contractor's Request for Progress Payment, or the electronic equivalent as required by agency regulations, in accordance with the form instructions and the contract terms; and

(ii) Include any additional supporting documentation requested by the Contracting Officer.

(h) *Special terms regarding default.* If this contract is terminated under the Default clause, (i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and (ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.

(i) *Reservations of rights.*

(1) No payment or vesting of title under this clause shall (i) excuse the Contractor from performance of obligations under this contract or (ii) constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause (i) shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract and (ii) shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(j) *Financing payments to subcontractors.* The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:

(1) The amounts included are limited to-

(i) The unliquidated remainder of financing payments made; plus

(ii) Any unpaid subcontractor requests for financing payments.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery; or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments-

(i) Are substantially similar to the terms of this clause for any subcontractor that is a large business concern, or this clause with its *Alternate I* for any subcontractor that is a small business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

(iv) Are in conformance with the requirements of FAR 32.504(e); and

(v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if-

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments-

(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;

(ii) Are in conformance with the requirements of FAR 32.504(f); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if-

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial product or commercial service financing payments, the terms of the subcontract or interdivisional order concerning payments-

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial product or commercial service purchase that meets the definition and standards for acquisition of commercial products and commercial services in FAR parts 2 and 12;

(ii) Are in conformance with the requirements of FAR 32.504(g); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if-

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be

subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in FAR 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) *Limitations on undefinitized contract actions.* Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A *contract action* is any action resulting in a contract, as defined in 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. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) *Due date.* The designated payment office will make progress payments on the **14th day** after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

(m) Progress payments under indefinite-delivery contracts. The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.

(End of clause)

52.252-2	Clauses Incorporated by Reference.	1998-02

Clauses Incorporated By Reference (Feb 1998)

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

http://www.acquisition.gov/far/

(End of clause)

52.252-4 Alterations in Contract. 1984-04

Alterations in Contract (Apr 1984)

Portions of this contract are altered as follows:

Any alternation to this contract shall be announced and put in writing.

(End of clause)

52.252-6 Authorized Deviations in Clauses. 2020-11

Authorized Deviations in Clauses (Nov 2020)

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

(b) The use in this solicitation or contract of any (48 CFR 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

Section 00 73 00 - Supplementary Conditions

Superseded General Decision Number: NY20250002

State: New York JN 3/25/2026

Construction Types: Building, Heavy and Highway

Counties: Albany, Columbia, Fulton, Greene, Montgomery,

Rensselaer, Saratoga, Schenectady, Schoharie and Washington

Counties in New York.

BUILDING CONSTRUCTION PROJECTS (For all counties except

COLUMBIA, FULTON, GREENE & MONTGOMERY) (does not include single

family homes and apartments up to a including 4 stories), HEAVY

AND HIGHWAY CONSTRUCTION PROJECTS

Modification Number Publication Date

0 01/02/2026

1 01/30/2026

ASBE0040-002 05/01/2025

Rates Fringes

Asbestos/Insulator Worker

SCOPE OF WORK: includes

application of all

insulating materials,

protective, coverings,

coating and finishing to

all types of mechanical

systems.....$ 41.74 27.58

HAZARDOUS MATERIAL HANDLER

Duties limited to

preparation wetting;

stripping; removal;

scrapping; vacuuming;

bagging; and disposing of

all insulation materials,

whether they contain

asbestos or not from

mechancial systems.....$ 41.74 27.58

BOIL0197-002 01/01/2025

Rates Fringes

BOILERMAKER.....$ 43.34 27.66

BRNY0002-019 12/03/2025

Rates Fringes

BRICKLAYER

BRICKLAYERS, STONE MASONS,

CEMENT MASONS, PLASTERERS,

POINTERS, CAULKERS &

CLEANERS.....$ 41.79 22.33

HEAVY & HIGHWAY

CONSTRUCTION

CEMENT MASONS.....$ 43.01 21.31

MARBLE, TILE & TERRAZZO

FINISHERS.....$ 29.62 18.00

MARBLE, TILE & TERRAZZO

WORKERS.....$ 38.01 20.58

CARP0279-006 07/01/2025

Rates Fringes

Carpenters:

HEAVY AND HIGHWAY

CONSTRUCTION (COLUMBIA AND

GREENE COUNTIES)

Carpenters, Millwrights,

Pile Drivers.....$ 44.72 31.23

CARP0291-005 07/01/2025

Rates Fringes

Carpenters:

SARATOGA COUNTY

BUILDING.....$ 36.38 24.65

WASHINGTON COUNTY

BUILDING.....$ 36.38 24.65

PAID HOLIDAYS: Labor Day, provided the employee has been on

the payroll the calender week or any of the holiday week

preceding the holiday and works the day after the holiday.

CARP0291-008 07/01/2025

ALBANY, FULTON, MONTGOMERY, RENSSELAER, SCHENECTADY AND

SCHOHARIE COUNTIES

Rates Fringes

Carpenters:

BUILDING CONSTRUCTION

(Excluding Montgomery

County)

Carpenters & Soft Floor

Layers.....$ 36.38 24.65

Piledriver.....$ 31.68 20.60

HEAVY & HIGHWAY

CONSTRUCTION

Carpenters.....$ 44.28 24.50

CARP0291-010 07/01/2024

Rates Fringes

Carpenters:

CARPENTERS.....$ 44.28 24.50

DIVER TENDERS.....$ 34.02 21.10

DIVERS (Dry Day).....$ 45.28 24.50

DIVERS.....$ 69.28 24.50

PILEDRIVERS.....$ 33.02 21.10

ELEC0236-001 06/01/2024

ALBANY; COLUMBIA; FULTON; GREENE (that portion North of a line

following the south limits of the city of Catskill);

MONTGOMERY; RENSSELAER, SARATOGA; SCHENECTADY; SCHOHARIE;

WASHINGTON

Rates Fringes

ELECTRICIAN.....$ 48.00 32.09

ELEC0363-004 04/01/2024

GREENE COUNTY (Portion of)

Rates Fringes

ELECTRICIAN.....$ 46.50 3%+39.17+a

FOOTNOTE:

a. Paid Holidays: New Year's Day, President's Day, Memorial

Day, Fourth of July, Labor Day, Presidential Election Day,

Veteran's Day, Thanksgiving Day, Day after Thanksgiving,

Christmas Day

ELEC1249-003 05/05/2025

Rates Fringes

ELECTRICIAN (LINE

CONSTRUCTION: LIGHTING AND

TRAFFIC SIGNAL Including any

and all Fiber Optic Cable

necessary for Traffic Signal

Systems, Traffic Monitoring

systems and Road Weather

information systems)

Flagman.....$ 31.72 7%+27.65

Groundman (Truck Driver)....$ 42.29 7%+27.70

Groundman Truck Driver

(tractor trailer unit).....$ 47.57 7%+27.70

Lineman & Technician.....$ 52.86 7%+31.90

Mechanic.....$ 42.29 7%+27.70

FOOTNOTE:

a. New Year's Day, Memorial Day, Independence Day, Labor

Day, Thanksgiving Day, Christmas Day, plus President's Day,

Good Friday, Decoration Day, Election Day for the President

of the United States and Election Day for the Governor of

the State of New York, provided the employee works the day

before or the day after the holiday.

ELEC1249-004 05/05/2025

Rates Fringes

ELECTRICIAN (Line

Construction)

Overhead and underground

distribution and

maintenance work and all

overhead and underground

transmission line work

including any and all

fiber optic ground wire,

fiber optic shield wire or

any other like product by

any other name

manufactured for the dual

purpose of ground fault

protection and fiber optic

capabilities :

Flagman.....$ 35.34 7%+27.65

Groundman digging machine

operator.....$ 55.40 7%+27.90

Groundman truck driver

(tractor trailer unit).....$ 49.25 7%+27.70

Groundman Truck driver.....$ 49.25 7%+27.70

Lineman and Technician.....$ 61.56 7%+31.90

Mechanic.....$ 49.25 7%+27.70

Substation:

Cable Splicer.....$ 63.14 7%+29.40

Flagman.....$ 35.34 7%+27.65

Ground man truck driver....$ 49.25 7%+27.70

Groundman digging machine

operator.....$ 55.40 7%+27.90

Groundman truck driver

(tractor trailer unit).....$ 49.25 7%+27.70

Lineman & Technician.....$ 61.56 7%+31.90

Mechanic.....$ 49.25 7%+27.70

Switching structures;

railroad catenary

installation and

maintenance, third rail

type underground fluid or

gas filled transmission

conduit and cable

installations (including

any and all fiber optic

ground product by any

other name manufactured

for the dual purpose of

ground fault protection

and fiber optic

capabilities), pipetype

cable installation and

maintenance jobs or

projects, and maintenance

bonding of rails; Pipetype

cable installation

Cable Splicer.....$ 64.59 7%+38.40

Flagman.....$ 35.34 7%+27.65

Groundman Digging Machine

Operator.....$ 55.40 7%+27.90

Groundman Truck Driver

(tractor-trailer unit).....$ 49.25 7%+27.70

Groundman Truck Driver.....$ 49.25 7%+27.70

Lineman & Technician.....$ 61.56 7%+31.90

Mechanic.....$ 49.25 7%+27.70

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Presidents' Day, Memorial

Day, Good Friday, Independence Day, Labor Day, Thanksgiving

Day, Christmas Day, and Election Day for the President of

the United States and Election Day for the Governor of New

York State, provided the employee works two days before or

two days after the holiday.

ELEC1249-007 05/05/2025

COLUMBIA COUNTY

Rates Fringes

ELECTRICIAN (LIGHTING AND

TRAFFIC SIGNAL INCLUDING ANY

AND ALL FIBER OPTIC CABLE

NECESSARY FOR THE TRAFFIC

SIGNAL SYSTEMS, TRAFFIC

MONITORING SYSTEMS AND ROAD

WEATHER INFORMATION SYSTEMS)

Flagman.....$ 32.51 7%+27.65

Groundman Digging Machine

Operator.....$ 48.77 7%+27.90

Groundman Truck Driver

(Tractor-trailer unit).....$ 43.53 7%+27.70

Groundman Truck Driver.....$ 49.25 7%+27.70

Lineman and Technician.....$ 54.19 7%+31.90

Mechanic.....$ 43.35 7%+27.70

PAID HOLIDAYS:

a. Memorial Day, New Year's Day, President's Day, Good

Friday, Decoration Day, Independence Day, Labor Day,

Thanksgiving Day, Christmas Day, and Election Day for the

President of the United States and Election Day for the

Governor of New York State, provided the employee works two

days before or two days after the holiday.

ELEC1249-008 01/01/2025

Rates Fringes

ELECTRICIAN (Line

Construction)

TELEPHONE, CATV

FIBEROPTICS CABLE AND

EQUIPMENT

Cable splicer.....$ 40.81 3%+5.77

Groundman.....$ 20.53 3%+5.77

Installer Repairman-

Teledata

Lineman/Technician-

Equipment Operator.....$ 38.73 3%+5.77

Tree Trimmer.....$ 31.45 3%+10.48

a. New Year's Day, President's Day, Good Friday, Decoration

Day, Independence Day, Labor Day, Veteran's Day,

Thanksgiving Day, Day after Thanksgiving, Christmas Day.

ELEV0035-001 01/01/2025

ALBANY; COLUMBIA (Towns of Claverack, Hillsdale, Ghent,

Stockport, Austerlitz, Canaan, New Lebanon, Chatham,

Kinderhook, Styvesant and Greenport); FULTON; GREENE (Towns of

Durham, Greenville, New Baltimore, Coxcsackie and Athens);

MONTGOMERY, RENSSELAER, SARATOGA, SCHENECTADY, SCHOHARIE AND

WASHINGTON COUNTIES

Rates Fringes

Elevator Constructor.....$ 57.73 38.435+a+b

FOOTNOTE:

a.Vacation: 6%/under 5 years based on regular hourly rate for

all hours worked. 8%/over 5 years based on regular hourly

rate for all hours worked.

b. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence

Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday

after Thanksgiving Day; and Christmas Day.

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* ELEV0138-004 01/01/2026

COLUMBIA COUNTY (THE TOWNS OF ANCRAM, CLERMONT, COPAKE,

GALLATIN, GERMANTOWN, LIVINGSTON, AND TAGHKANIC); GREEN COUNTY

(THE TOWNS OF HUNTER AND CATSKILL)

Rates Fringes

ELEVATOR MECHANIC.....$ 76.12 38.985+a+b

FOOTNOTE:

a.Vacation: 6%/under 5 years based on regular hourly rate for

all hours worked. 8%/over 5 years based on regular hourly

rate for all hours worked.

b. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence

Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday

after Thanksgiving Day; and Christmas Day.

ENGI0158-008 07/01/2025

BUILDING

EXCLUDING MONTGOMERY COUNTY

Rates Fringes

POWER EQUIPMENT OPERATOR

GROUP A(1).....$ 55.42 33.20

GROUP A.....$ 54.93 33.20

1.....$ 49.06 30.74

2.....$ 50.06 30.74

GROUP B.....$ 53.91 33.20

GROUP C.....$ 51.01 33.20

Hazardous work - Anytime Operating Engineers are involved

with level C or above, $2.50 per hour over regular rate.

FOOTNOTE:

a. Paid Holidays: New Years Day, Memorial Day, Independence

Day, Labor Day, Thanksgiving Day, Christmas Day.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS (BUILDING):

GROUP A(1): Crane, hydraulic cranes, tower crane, locomotive

crane, piledriver, cableway, derricks, whirlies, dragline,

boom truck (over 5 tons)

GROUP A(1): Crane Premiums:

1 over 150'- $1.00

2 over 200'- $2.00

GROUP A: Shovel, All Excavators (including rubber tire full

swing), gradalls, power road grader, all CMI equipment,

front-end rubber tire loader, tractor-mounted drill (quarry

master), mucking machine, concrete central mix plant,

concrete pump, Belcrete system, automated asphalt concrete

plant and tractor road paver, boom truck (5 tons and

under), maintenance engineer, self contained crawler,

drill-hydraulic rock drill.

GROUP B: Backhoe, (rubber-tired backhoe/loader combination),

bulldozer, pushcat, tractor, traxcavator, scraper,

LeTourneau grader, form fine grader, road roller, blacktop

roller, blacktop spreader, power brooms, sweepers,

trenching machine, Barber Green loader, side booms,

hydrohammer, concrete spreader, concrete finishing machine,

one drum hoist, power hoisting (single drum), hoist - two

drum or more, three drum engine, power hoisting (two drum

and over), two drum and swinging engine, three drum

swinging engine, hod hoist, A-L frame winches, cord and

well drillers (one drum), post hole digger, model CHB

Vibro-Tamp or similar machine, batch bin and plant

operator, dinkey locomotive, skid steer loader, track

excavator 5/8 cu. yd. or smaller

GROUP C: Fork lift, high lift, lull, oiler, fireman and

heavy- duty greaser, boilers, and steam generators, pump,

vibrator, motor mixer, air compressor, dust collector,

welding machine, well point, mechanical heater, generators,

temporary light plants, concrete pumps, electric

submersible pump 4"" and over, murphy type diesel generator,

conveyor, elevators, concrete mixer and belcrete power pack

(belcrete system), seeding, and mulching machines, pumps

ENGI0158-026 07/01/2025

HEAVY & HIGHWAY

Rates Fringes

Power equipment operators:

GROUP 1.....$ 57.30 33.55

GROUP 2.....$ 56.39 33.55

GROUP 3.....$ 53.82 33.55

GROUP 4.....$ 63.30 33.55

GROUP 5.....$ 61.80 33.55

GROUP 6.....$ 60.30 33.55

GROUP 7.....$ 58.91 33.55

POWER EQUIPMENT OPERATOR CLASSIFICATIONS (HEAVY & HIGHWAY):

GROUP 1: Asphalt Curb Machine, Self Propelled, Slipform, Automated Concrete Spreader (CMI Type), Automatic Fine Grader, Backhoe (Except Tractor Mounted, Rubber Tired), Backhoe Excavator Full Swing (CAT 212 or similar type), Back Filling Machine, Belt Placer (CMI Type), Blacktop Plant (Automated), Boom truck , Cableway, Caisson Auger, Central Mix Concrete Plant (Automated), Concrete Curb Machine, Self Propelled, Slipform, Concrete Pump, Crane, Cherry Picker, Derricks (steel erection), Dragline, Overhead Crane (Gantry or Straddle type), Pile Driver, Truck Crane, Directional Drilling Machine, Dredge, Dual Drum Paver, Excavator (All Purpose Hydraulically Operated) (Gradall or Similar), Front End Loader (4 cu. yd. and Over), Head Tower (Sauerman or Equal), Hoist (Two or Three Drum), Holland Loader, Maintenance Engineer, Mine Hoist, Mucking Machine or Mole Pavement Breaker(SP) Wertgen; PB-4 and similar type, Power Grader, Profiler (over 105 H.P.) Quad 9, Quarry Master (or equivalent), Scraper, Fireman, Form Tamper, Grout Pump, Gunite Machine, Hammers (Hydraulic self-propelled), Hydra-Spiker, ride-on, Hydraulic Pump (jacking system), Hydro-Blaster (Water), Mulching Machine, Oiler, Parapet Concrete or Pavement, Shovel, Side Boom,

Slip Form Paver, Tractor Drawn, BeltType Loader, Truck or Trailer Mounted Log , Chipper (Self Feeder), Tug Operator (Manned Rented Equipment Excluded), Tunnel Shovel

GROUP 2: Asphalt Paver, Backhoe (Tractor Mounted, Rubber Tired), Bituminous Recycler Machine, Bituminous Spreader and Mixer, Blacktop Plant (NonAutomated), Blast or Rotary Drill (Truck or Tractor Mounted), Boring Machine, Cage Hoist, Central Mix Plant (NonAutomated) and All Concrete Batching Plants, Cherry Picker (5 tons capacity and under), Concrete Paver (Over 16S), Crawler Drill, Self-contained, Crusher, Diesel Power Unit, Drill Rigs, Tractor Mounted, Front End Loader (Under 4 cu. yd.), Greaseman/Lubrication Engineer, HiPressure Boiler (15 lbs. and over), Hoist (One Drum), Hydro-Axe, Kolman Plant Loader and Similar Type Loaders, L.C.M. Work Boat Operator, Locomotive Mixer (for stabilized base selfpropelled), Monorail Machine, Plant Engineer, Profiler (105 H.P. and under), Grinder, Post Hole Digger and Post Driver, Power Broom (towed), Power Heaterman, Power Sweeper, Revinius Widener, Roller (Grade and Fill), Scarifier, ride-on, Shell Winder, Skid steer loader (Bobcat or similar), Span-Saw, ride-on, Steam Cleaner, Pug Mill, Pump Crete Ready Mix Concrete Plant Refrigeration Equipment (for soil stabilization)Road Widener, Roller (all above subgrade), Sea Mule,

Self-contained Ride-on Rock Drill, Excluding Air-Track Type Drill, Skidder, Tractor with Dozer and/or Pusher, Trencher. Tugger Hoist, Vermeer saw (ride on, any size or type), Winch, Winch Cat

GROUP 3: A Frame Winch Hoist on Truck , Articulated Heavy Hauler, Aggregate Plant, Asphalt or Concrete Grooving, Machine (ride on), Ballast Regulator, Ride-on Boiler (used in conjunction with production), Bituminous Heater, self-propelled, Boat (powered), Cement and Bin Operator, Compressors, Dust Collectors, Fork Lift, Generators, Pumps, Welding Machines, Light Plants, Heaters (hands-off equipment), Concrete Pavement Spreader and Finisher, Concrete Paver or Mixer (16S and under), Concrete Saw (self-propelled), Conveyor, Deck Hand, Directional Drill Machine Locator, Drill, (Core), Drill, (Well,) Farm Tractor with accessories, Fine Grade Machine, Tamper, ride-on, Tie Extractor, ride-on, Tie Handler, ride-on, Tie Inserter, ride-on, Tie Spacer, ride-on, Tire Repair, Track Liner, ride-on, Tractor, Tractor (with towed accessories), Vibratory Compactor, Vibro Tamp, Well Point

GROUP 4: Tower Cranes

GROUP 5: Cranes 50 tons and over

GROUP 6: Cranes 49 tons and below

GROUP 7: Master Mechanic

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence

Day, Labor Day, Thanksgiving Day, and Christmas Day

IRON0012-011 07/01/2024

ALBANY; COLUMBIA; FULTON (Albin, Bleecker, Broad, Johnstown,

Mayfield, Northampton and Perth); GREENE, MONTGOMERY

(Amsterdam, Charleston, Florida, Glen, Mohawk and Root);

RENSSELAER, SARATOGA; SCHENECTADY; SCHOHARIE; and WASHINGTON

COUNTIES:

Rates Fringes

Ironworkers:

Sheeter, Bucker-up.....$ 38.75 25.48

Sheeter.....$ 38.75 25.48

Structural, Ornamental,

Rodman, Machinery Mover,

Rigger, Fence Erector,

Reinforcing, Stone

Derrickmen.....$ 38.50 25.48

IRON0440-007 07/01/2025

FULTON (Twps. of Caroga, Ephratah, Oppenheim, Stratford);

MONTGOMERY (Twps of Canajoharie, Minden, Palatine, St.

Johnsville):

Rates Fringes

IRONWORKER

Structural, Ornamental,

Rodman, Machinery Mover,

Rigger, Fence Erector,

Reinforcement, and Stone

Derrickman.....$ 35.50 31.39

LABO0017-001 07/01/2019

COLUMBIA COUNTY (Twps of Greenport, Claverack, Clermont,

Germantown, Livingston, Hillsdale, Taghkanic, Gallatin, Copake,

Ancram, Philmont and the City of Hudson)

Rates Fringes

LABORER

COLUMBIA COUNTY (Townships

of Greenport, Claverack,

Clermont, Germantown,

Livingston, Hillsdale,

Taghkanic, Gallatin,

Copake, Ancram, Philmont,

and the City of Hudson)

(Asbestos, lead, toxic and

hazardous waste abatement

and any other

environmental related

work) HEAVY & HIGHWAY

GROUP 1:.....$ 38.90 27.15+a

GROUP 2:.....$ 43.15 27.15+a

GREENE COUNTY (Township of

Catskill) HEAVY & HIGHWAY:

GROUP 1:.....$ 34.15 27.15+a

GROUP 2:.....$ 38.90 27.15+a

GROUP 3:.....$ 43.15 27.15+a

GROUP 4:.....$ 48.00 27.15+a

TUNNEL, SHAFT & CAISSON

WORK

GROUP 1.....$ 48.05 29.50+a

For HEAVY & HIGHWAY CLASSIFICATIONS in COLUMBIA COUNTY

(Townships of Greenport, Claverack, Clermont, Germantown,

Livingston, Hillsdale, Taghkanic, Gallatin, Copake, Ancram,

Philmont and the City of Hudson)

HEAVY & HIGHWAY CLASSIFICATIONS

GROUP 1: Asbestos, toxic, bio-remediation,

phyto-remediation, lead or hazardous material abatement

when protective equipment and clothing are not required

GROUP 2: Asbestos, toxic, bio-remediation,

phyto-remediation, lead or hazardous material abatement

when protective clothing and equipment is required

For HEAVY & HIGHWAY CLASSIFICATIONS in GREENE COUNTY

(Township of Catskill)

FOOTNOTE:

a. PAID HOLIDAYS: New Years Day, President's Day, Memorial

Day, Independence Day, Lincoln's Birthday, Labor Day,

Election Day, Veterans Day, Thanksgiving Day, Christmas

Day, provided the employee is an employee of the company

prior to the scheduled holiday and reports to work the

first day following the holiday unless prevented from doing

so for legitimate reasons.

GROUP 1: Flagperson, gateperson

GROUP 2: General laborers, chuck tender, handling and

distributing drinking water, distributing all tools and

supplies of laborers, nipper, powder carrier, magazine

tender, warehouse laborers, concrete man, vibrator man,

mason tender, mortar man, spraying, brushing and covering

of concrete for curing and preservative purposes, traffic

striper, scaffold builder, concrete curb and sidewalk form

setter; permanent traffic striping and reflective devices,

placing and maintenance of all flares, cones, lights,

signs, barricades, traffic patterns, and all temporary

reflective type materials for traffic control, custodial work, traffic directors, temporary heat or light tenders, tool room, dewatering pump men, pitman, dumpmen, snow removal and firewatch, asphalt man, joint setter, signal person, pipelayer, pipe lining and relining, wellpoints, conduit and duct layer, wire puller, rip rap and dry stone layer, steel rod carrier, core drill, rock splitter, Hilti gun air or electric, jackhammer, bush hammer, pavement breaker, chipping hammer, wagon drill, air track, jib rig, joy drill, gunite and sand blasting, coal passer and other machine operators, power tool operator, sprayer and nozzle man on mulching and seeding machine, all guard rail and fence, all seeding and sod laying, all landscape work, grade checker, all bridge work, walk behind self-propelled power saw, grinder, groover or similar type machine, walk behind tamper and roller of all types, salvage, stripping, wrecking and dismantling laborer (including barman, cutting torch and burner man), sheeting and shoring coming under laborers jurisdiction, bit grinder, operator of form pin puller and drivers, sandblasting, joint and jet sealer, filling and wiring baskets for gabion walls, permanent sign man, median barrier, sta-wall or similar type product, chain saw operator, railroad track laborer, waterproofer, pre-stressed and pre-cast concrete brick, block and stone

pavers, power tools used to perform work usually done by laborers, power buggy and pumpcrete operator, fireproof, plaster and caustic pump, asbestos, toxic, bio-remediation, phyto-remediation, lead or hazardous materials abatement when protective clothing and equipment is not required, power brush cutter, retention liners, artificial turf, retaining walls, walk behind surface planer, welding related to laborers work, remote controlled equipment normally operated by laborers, all technician work including but not limited to stitching, seaming, heat welding, fireproof sprayer, mortar mixer, concrete finisher, form setter for concrete curbs and flatwork. Gunite nozzle man, stone cutters, granite stone layer, manhole, catch basin or inlet installing, laser men.

Ground man on milling machine

GROUP 3 Ingersoll Rand heavy duty crawler-master HCMZ, any drill using a 4"" or larger bit, asbestos, toxic, bio-remediation, phyto-remediation, lead or hazardous material abatement when protective clothing and equipment is required, all working foremen including grade, pipe concrete, clearing, blacktop, drill, paving and blaster etc., Hydraulic drill or similar, forklift for masonry only, Blaster and asphalt screedman

GROUP 4: Asbestos, toxic, lead or hazardous material

abatement foreman

For TUNNEL, SHAFT & CAISSON WORK CLASSIFICATIONS

FOOTNOTE:

a. PAID HOLIDAYS: New Years Day, President's Day, Memorial

Day, Independence Day, Labor Day, Election Day, Veterans

Day, Thanksgiving Day, Christmas Day

GROUP 1: Laborer, Pit and Dumpman, Chuck Tender, Brakeman and

Powderman;

Miner and all machine men, Safety Miner, all shaft work,

caisson work, drilling, blow pipe, all air tools, tugger,

scaling, nipper gunniting from pot to nozzle, bit grinder,

signal man (top and bottom), shield driven tunnel, mixed

face and soft ground liner plate tunnel in free air

LABO0035-001 07/01/2017

FULTON (TWPS OF CAROGA, EPHRATA, OPPENHEIM, AND STRAFORD);

MONTGOMERY (TWPS OF CANAJOHARIE, MINDEN AND PALATINE, ROOT AND

ST. JOHNSVILLE)

Rates Fringes

Laborers Building Construction

Asbestos Removal.....$ 24.00 20.64+a

Blasters, Form Setters,

MotorBuggy Operator (Rider

Type).....$ 23.00 20.64+a

Hazardous Waste Removal

Hazardous waste removal

includes wetting,

stripping, removal,

scrapping, vaccuuming,

bagging and disposing of

all insulation materials,

whether they contain

asbestos or not, from

mechanical systems.....$ 24.00 20.64+a

HEAVY & HIGHWAY:

GROUP 1:.....$ 28.05 23.74+a

GROUP 2:.....$ 28.25 23.74+a

GROUP 3:.....$ 28.45 23.74+a

GROUP 4:.....$ 28.65 23.74+a

Laborers.....$ 22.50 20.64+a

Pipelayers, Motor Mixers,

Motor Buggy Operator

(Walk Behind) Power Lift

(Walk Behind).....$ 22.65 20.64+a

Wagon Drill Operator.....$ 22.90 20.64+a

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

GROUP 1: Common Laborers, Flagman, Outboard and Hand boats

GROUP 2: Bull Float, Chain Saw, Concrete aggregate bin, Concrete Bootman, Gin Buggy, Hand or Machine Vibrator, Jackhammer, Mason Tender, Mortar Mixer, Pavement Breaker, Handlers of all steel mesh, Small generators for laborer's tools, Installation of bridge drainage, Pipelayers, Vibrator type rollers, Tamper, Drill doctor, Tail or Screw Operator on asphalt paver, Water pump operator (1 1/2"" and single diaphragm), Nozzle (asphalt, gunnite, seeding and sand blasting), Laborers on chain link fence erection, Rock splitter and power unit, Pusher type concrete saw and all other gas, electric, oil, and air tool operators, Wrecking laborers

GROUP 3: All rock or drilling machine operators (except quarry master and similar type), Acetylene torch operators, and Asphalt paver, Powderman

GROUP 4: Blasterers, Form setters, Stone or Granite Curb setters

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LABO0157-001 07/01/2023

FULTON (Twps. of Bleeker, Mayfield, Northhampton, Johnstown, Broadalbin and Perth); MONTGOMERY (Twps. of Mohawk, Glen,

Charleston, Amsterdam, and Florida); SARATOGA (Twps. of Day, Hadley, Edinburg, Corinth, Moreau, South Glens Falls, Providence, Greenfield, Wilton, Northcumberland, Galway, Milton, Saratoga Springs, Charlton, Ballston, Malta and Clifton Park); SCHENECTADY and SCHOHARIE COUNTIES.

Rates Fringes

LABORER

BUILDING:

GROUP 1.....$ 28.74 20.14+a

GROUP 2.....$ 30.09 20.14+a

HEAVY & HIGHWAY:

GROUP 1:.....$ 39.19 26.75

GROUP 2:.....$ 39.39 26.75

GROUP 3:.....$ 39.59 26.75

GROUP 4:.....$ 39.79 26.75

GROUP 5:.....$ 41.69 26.75

LABORER CLASSIFICATIONS

Group 1: Common Laborers

Group 2: Asbestos and Toxic Materials

Commercial projects valued at $800,000 or less and/or industrial projects valued at $100,000 or less, excluding demolition work (the complete razing of structures) 75% of the basic wage scale with full benefits will apply

FOOTNOTE:

a. PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day

LABORER CLASSIFICATIONS

GROUP 1: Common laborers, flagman, outboard & hand boats

GROUP 2: Bull float, chain saw, concrete aggregate bin, concrete bootman, gin buggy, hand or machine vibrator, jackhammer, mason tender, mortar mixer, pavement breaker, handlers of all steel mesh, small generators for laborers' tools, installation of bridge drainage, pipelayers, vibrator type rollers, tamper, drill doctor, tail or screw operator on asphalt paver, water pump operator (1 1/2"") and single diaphragm), nozzle (asphalt, gunnite, seeding, and sand blasting), laborers on chain fence erection, rock splitter and power unit, pusher type concrete saw and all other gas, electric, oil, and air tool operators, wrecking laborers

GROUP 3: All rock drilling machine operators (except quarry master and similar type), acetylene torch operator, and asphalt paver, powderman

GROUP 4: Blasterers, form setters, stone or granite curb setters

GROUP 5: Hazardous waste removal

LABO0190-001 07/01/2024

ALBANY; GREEN; RENSSELAER COUNTY, WASHINGTON COUNTY, SARATOGA

COUNTY (Townships of Stillwater, Halfmoon, Saratoga)

Rates Fringes

Laborers:

BUILDING:

GROUP 1.....$ 36.16 26.68

GROUP 2.....$ 37.51 26.68

LABORERS CLASSIFICATIONS

GROUP 1: Common Laborers

GROUP 2: Hazardous waste removal Commercial projects valued

at $800,000 or less and/or industrial projects valued at

$100,000 or less excluding demolition work, (complete

razing of structures) will receive 75% of basic wage scale

with full fringes will apply

LABO0190-002 07/01/2024

ALBANY; RENSSELAER; COLUMBIA (Twps. of Stuyvesant, Stockport,

Kinderhook, New Lebanon, Cannan, Ghent, Chatham, Austerlitz).

GREENE (except Catskill Township). WASHINGTON COUNTY. SARATAGO

COUNTY (Townships of Stillwater, Halfmoon Saratoga)

Rates Fringes

Laborers:

HEAVY & HIGHWAY:

GROUP 1:.....$ 41.69 27.65

GROUP 2:.....$ 41.89 27.65

GROUP 3:.....$ 42.09 27.65

GROUP 4:.....$ 42.29 27.65

GROUP 5:.....$ 44.19 27.65

FOOTNOTE:

PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

LABORERS CLASSIFICATIONS

GROUP 1: Common laborers, flagmen, outboard and hand boats

GROUP 2: Bull float, chain saw, concrete aggregated bin, concrete bootman, gin buggy, hand or machine vibrator, jackhammer, mason tender, mortar mixer, pavement breaker, handlers of all steel mesh, small generators for laborers' tools, installation of bridge drainage, pipelayers, vibrator type rollers, tampers, drill doctor, Tail or screw operator on asphalt paver, Water pump operator (1 1/2"" and single diaphragm), Nozzle (asphalt, gunnite, seeding, and sand blasting) Laborers on chain link fence erection, rock splitter and power unit, pusher type concrete saw and all other gas, electric, oil, air tool operators, and wrecking laborers

GROUP 3: All rock air drilling machine operators (except

quarry master and similar type), acetylene torch operators,

and asphalt paver, powderman

GROUP 4: Blasterers, form setters, stone or granite curb

setters

GROUP 5: Hazardous waste removal

LABO0235-006 05/01/2023

COLUMBIA (Twps. of Greenport, Claverack, Hillsdale, Livingston,

Germantown, Taghkanic, Copake, Clermont, Gallatin, Ancram):

Rates Fringes

Laborers:

HEAVY & HIGHWAY

GROUP 1.....$ 36.45 27.80+a

GROUP 2.....$ 42.80 27.80+a

GROUP 3.....$ 43.90 27.80+a

LABORERS CLASSIFICATIONS (HEAVY & HIGHWAY)

GROUP 1: Flagperson; Placing and maintenance of all flares,

cones, lights, signs, barricades; traffic control custodial

work; traffic directors; temporary heat or light tenders;

tool rooms

GROUP 2: General Laborers, Dumpman, Pitman, Concrete man;

Signal man; Pipelayers; Rip rap; Dry stone layer; Jack

hammer; Powderman; Highscalers power buggy operator; Steel

rod carrier; Vibratory operator; other machine operator;

wrecking; Vibrator operator-compactor; Gunite and

sandblasting; Water pump 2"" or under; Nipper; Chucker;

Asphalt Workers

GROUP 3: Asphalt raker; Asphalt Screedman; Drillers (all);

Laser Beam Operator; Form Setter/Aligners; Blasters

FOOTNOTE:

a. PAID HOLIDAYS: New Years Day, Presidents Day, Good Friday,

Memorial Day, Independence Day, Labor Day, Columbus Day,

Veterans Day, November Election Day, Thanksgiving Day, and

Christmas Day

PAIN0009-013 05/01/2025

Rates Fringes

GLAZIER.....$ 37.25 33.54

PAIN0155-002 05/01/2021

COLUMBIA AND GREENE COUNTIES

Rates Fringes

Painters:

Drywall Finisher.....$ 35.94 24.66

Lead Abatement Work.....$ 35.94 24.66

Painter/Paperhanger.....$ 35.94 24.66

Spray Rate.....$ 36.94 24.66

PAIN0201-001 05/01/2025

Rates Fringes

Painters:

Lead Abatement Workers,

Structural Steel

Zone 1.....$ 34.50 21.69

Zone 2.....$ 34.50 21.69

Painters, Drywall

Finishers, Spray

Zone 1.....$ 33.50 21.69

Zone 2.....$ 33.50 21.69

Zone #1 Entire counties of ALBANY, FULTON, MONTGOMERY,

RENNSELAER, SCHOHARIE, SCHENECTADY AND SARATOGA

ZONE #2 All of WASHINGTON County

PAIN0806-002 10/01/2024

ALBANY, COLUMBIA, FULTON, GREENE, MONTGOMERY, RENNSELAER,

SCHOHARIE, SCHENECTADY, SARATOGA AND WASHINGTON

Rates Fringes

Painters:

Structural Steel and Bridge.$ 56.25 55.14

PLUM0007-001 05/01/2025

ALBANY; COLUMBIA; FULTON; GREENE; MONTGOMERY; RENSSELAER;

SCHENECTADY; SARATOGA (Towns of Charlton, Clifton Park, Galway,

Halfmoon, Milton, Stillwater and Waterford)

Rates Fringes

PLUMBER/PIPEFITTER.....$ 55.26 29.12

PLUM0112-019 05/01/2023

Townships of Canajoharie and Minden

Rates Fringes

PLUMBER (Including

Steamfitting)

Northern Zone.....$ 31.40 31.70

PLUM0773-002 05/01/2025

SARATOGA (Remainder of County); WASHINGTON COUNTY:

Rates Fringes

PLUMBER/PIPEFITTER.....$ 44.88 33.60

ROOF0203-003 06/01/2023

SCHOHARIE COUNTY:

Rates Fringes

ROOFER.....$ 30.50 19.84

ROOF0241-001 07/01/2025

Rates Fringes

ROOFER.....$ 38.05 24.27

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* SFNY0669-001 01/01/2026

Rates Fringes

SPRINKLER FITTER.....$ 47.85 28.94

SHEE0083-001 06/01/2019

Rates Fringes

Sheet metal worker.....$ 33.73 33.04+a

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day. If any of these holidays fall on a Saturday or Sunday, either the preceding Friday or following Monday will be observed as the holiday.

TEAM0294-003 07/01/2025

Rates Fringes

Truck drivers:

HEAVY & HIGHWAY

GROUP 1.....$ 41.23 31.42+a

GROUP 2.....$ 41.29 31.42+a

GROUP 3.....$ 41.38 31.42+a

GROUP 4.....$ 41.52 31.42+a

GROUP 5.....$ 41.69 31.42+a

TRUCK DRIVERS CLASSIFICATIONS (HEAVY & HIGHWAY)

GROUP 1: Pick-ups, panel trucks, flatboy material trucks (straight jobs), single axle dump trucks, dumpsters, receivers, greasers, truck tireman

GROUP 2: Tandems, batch trucks, mechanics

GROUP 3: Semi-trailers, low-boy trucks, asphalt distributor trucks, agitator, mixer trucks and dumpcrete type vehicles, truck mechanic, fuel truck

GROUP 4: Specialized earth moving equipment - euclid type or similar off-highway equipment, where not self-loaded, straddle (ross) carrier, self-contained concrete unit

GROUP 5: Off-highway tandem back dump, twin engine equipment and double hitched equipment where not self-loaded

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, provided the employee works the day before and the day after the holiday.

TEAM0294-004 07/01/2025

BUILDING CONSTRUCTION

EXCLUDING MONTGOMERY COUNTY

Rates Fringes

Truck drivers:

GROUP 1.....$ 33.65 30.79+a

GROUP 2.....$ 33.95 30.79+a

FOOTNOTES:

a. One week vacation after 1 year; 2 weeks vacation after 5 years.

TRUCK DRIVERS BUILDING CLASSIFICATIONS

GROUP 1: Straight, winch, transit mix on job site, road oilers, dump, panel, pick-up, water and fuel trucks on site (including nozzle)

GROUP 2: Euclid or similar equipment, lowboy or lowboy trailers

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this

contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.30 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 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union

whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the

collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were

adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination.

The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

a) a survey underlying a wage determination

b) an existing published wage determination

c) an initial WHD letter setting forth a position on a wage determination matter

d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys

Wage and Hour Division

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

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END OF GENERAL DECISION"

*** END OF NARRATIVE ***

Overall Contract Inspection/Acceptance Locations

0001	Inspection and Acceptance Location Both Other Instructions: In accordance with the Scope of Work. DoDAAC: 963382 CountryCode: USA USACE NEW YORK DIST CONSTRUCTION WATERVLIET FO, 1 BUFFINGTON ST, BLDG 44, STE 208 WATERVLIET, NY 12189

	UNITED STATES Evan R. Sick
0002	Inspection and Acceptance Location Both Other Instructions: In accordance with the Scope of Work. DoDAAC: 963382 CountryCode: USA USACE NEW YORK DIST CONSTRUCTION WATERVLIET FO, 1 BUFFINGTON ST, BLDG 44, STE 208 WATERVLIET, NY 12189 UNITED STATES Evan R. Sick
0003	Inspection and Acceptance Location Both Other Instructions: In accordance with the Scope of Work. DoDAAC: 963382 CountryCode: USA USACE NEW YORK DIST CONSTRUCTION WATERVLIET FO, 1 BUFFINGTON ST, BLDG 44, STE 208 WATERVLIET, NY 12189 UNITED STATES Evan R. Sick
0004	Inspection and Acceptance Location

	Both Other Instructions: In accordance with the Scope of Work. DoDAAC: 963382 CountryCode: USA USACE NEW YORK DIST CONSTRUCTION WATERVLIET FO, 1 BUFFINGTON ST, BLDG 44, STE 208 WATERVLIET, NY 12189 UNITED STATES Evan R. Sick

Overall Contract Delivery Period

0001	**Delivery Schedule** 1 JobAs Required 1081 Calendar Days **Quantity** 1 Job **Address and POC** Place of Performance DoDAAC: 963382 CountryCode: USA USACE NEW YORK DIST CONSTRUCTION WATERVLIET FO, 1 BUFFINGTON ST, BLDG 44, STE 208 WATERVLIET, NY 12189 UNITED STATES Evan R. Sick
0002	**Delivery Schedule** 1 JobAs Required 1081 Calendar Days

	Quantity 1 Job **Address and POC** Place of Performance DoDAAC: 963382 CountryCode: USA USACE NEW YORK DIST CONSTRUCTION WATERVLIET FO, 1 BUFFINGTON ST, BLDG 44, STE 208 WATERVLIET, NY 12189 UNITED STATES Evan R. Sick
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0004	**Delivery Schedule** 1 JobAs Required 1081 Calendar Days **Quantity** 1 Job **Address and POC**

	Place of Performance DoDAAC: 963382 CountryCode: USA USACE NEW YORK DIST CONSTRUCTION WATERVLIET FO, 1 BUFFINGTON ST, BLDG 44, STE 208 WATERVLIET, NY 12189 UNITED STATES Evan R. Sick

Section 01 00 00 - General Requirements

Requirements

WVA Electrical Switching Station. Installation of a switching station capable of feeding 4000 kW of power into the existing south switch station

0001
Product Service Code : Y1EZ
North American Industry Classification System (NAICS) : 236220

0004
Product Service Code : Y1EZ