

2 CONTRACT (Proc. Inst. Ident.) NO DE-EM0003298	3 EFFECTIVE DATE See Block 20C	4 REQUISITION/PURCHASE REQUEST/PROJECT NO
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5 ISSUED BY EMCBC U.S. Department of Energy EM Consolidated Business Center 250 E. 5th Street, Suite 500 Cincinnati OH 45202	CODE 03001	6 ADMINISTERED BY (If other than Item 5)	CODE
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7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code) Tsay Professional Services Inc. Attn: Donn Wiese PO BOX 1079 Ohkay Owingeh NM 875661079	8 DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below) 9 DISCOUNT FOR PROMPT PAYMENT NET 30
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10 SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN	ITEM
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CODE 833158590	FACILITY CODE	12 PAYMENT WILL BE MADE BY OR for EMCBC U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 6017 Oak Ridge TN 37831
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13 AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()	14 ACCOUNTING AND APPROPRIATION DATA
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15A ITEM NO	15B SUPPLIES/SERVICES	15C QUANTITY	15D UNIT	15E UNIT PRICE	15F AMOUNT
Continued					

15G TOTAL AMOUNT OF CONTRACT Ceiling Value: \$15,000,000.00

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>1</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)
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19A. NAME AND TITLE OF SIGNER (Type or print) <i>Hermana Aguirre, President</i>	20A. NAME OF CONTRACTING OFFICER Michael Kaszyca Jr
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19B. NAME OF CONTRACTOR BY	19C. DATE SIGNED <i>12/17/14</i>	20B. UNITED STATES OF AMERICA BY	20C. DATE SIGNED <i>12-22-14</i>
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CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-EM0003298

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NAME OF OFFEROR OR CONTRACTOR

Tsay Professional Services Inc.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00001	Tax ID Number: 27-1801472 DUNS Number: 833158590 FOB: Destination Period of Performance: 12/22/2014 to 12/21/2019 General Construction and Environmental Regulatory Support to the Los Alamos National Laboratory (LANL)				Ceiling Value: 15,000,000.00

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1. TYPE OF CONTRACT AND SERVICES BEING ACQUIRED

This is an Indefinite Delivery/Indefinite Quantity (IDIQ) contract under which Firm-Fixed-Price (FFP) and Time-and-Materials (T&M) task orders will be issued in accordance with clause H.24, Task Ordering Procedure, and utilizing the fully-burdened rates contained in Section J, Attachment B, IDIQ Schedule of Rates and Labor Category Qualifications. The Contractor has the responsibility for determining the specific methods and approaches for accomplishing the identified work. The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for meeting the requirements identified in each individual task order in accordance with the scope of work/requirements contained in Section C, Description/Specifications/Statement of Work. **NOTE:** Clause Titles that contain a contract type reference (FFP or T&M) are only applicable to work performed for task orders issued as the specified contract type; if there is no contract type reference, the clause applies to both contract types.

(End of clause)

B.2. MINIMUM AND MAXIMUM INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ) CONTRACT VALUE

The guaranteed minimum quantity of work which will be required under this contract, and which will be initiated through the issuance of task orders, shall be \$100,000. There will be no further obligation on the part of the Government to issue additional task orders thereafter. The total maximum value is \$15,000,000.

(End of clause)

B.3. FUNDING

Funding will be obligated to each individual task order up to the ceiling value of the basic contract. All task orders issued under this contract count towards the ceiling value of \$15,000,000, and the total cumulative value of the task orders issued shall not exceed the contract ceiling value.

(End of clause)

B.4. LIMITATION OF GOVERNMENT'S OBLIGATION - FFP

This clause applies to incrementally funded FFP task orders only. If a FFP task order is incrementally funded, the task order will include the Limitation of Government's Obligation clause.

(End of clause)

(End of Section)

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1. DOE-C-1001 SCOPE OF WORK

The Contractor shall perform, pursuant to the Statement of Work (SOW), Attachment A, listed in Section J.

(End of clause)

C.2. DOE-C-1007 REPORTS

Reports shall be prepared and submitted as specified in individual task orders or as required in individual clauses of this contract.

(End of clause)

(End of Section)

SECTION D - PACKAGING AND MARKING

D.1. PACKAGING

Preservation, packaging, and packing for shipment or mailing of all work delivered hereunder shall be in accordance with good commercial practice and adequate to ensure acceptance by common carrier and safe transportation at the most economical rate(s).

(End of clause)

D.2. MARKING

- (a) Each deliverable package of drawings, reports or other data shall be accompanied by a letter or other document that:
- (1) Identifies the contract and task order number under which the item is being delivered.
 - (2) Identifies the report or other deliverable data item required by the specification or the SOW.
 - (3) Indicates whether the Contractor considers the requirement fully or partially satisfied.
- (b) For any package, report, or other deliverable being delivered to a party other than the Contracting Officer (CO), a copy of the document required in (a) above shall be simultaneously provided to the office administering the contract, as identified in Section G of the contract, or if none, to the CO.
- (c) In lieu of mailing or other delivery service, the Contractor may electronically submit reports via e-mail to the CO as identified in Section G and to the Contracting Officer's Representative (COR) as identified in Section G. Electronic file formats shall be as required in the SOW. If acceptable file formats are not listed in the SOW, submittals must be in Portable Document Format (PDF) or Microsoft Office 2007 (or newer) file formats. If it appears that another electronic data format is more appropriate for the type of document being submitted, the Contractor shall contact the CO to determine whether the format is acceptable before submitting it.

(End of clause)

(End of Section)

SECTION E - INSPECTION AND ACCEPTANCE

- E.1. 52.246-4 INSPECTION OF SERVICES - FIXED-PRICE (AUG 1996) - FFP**
- E.2. 52.246-6 INSPECTION - TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001) – T&M**
- E.3. DOE-E-1001 INSPECTION AND ACCEPTANCE**

Inspection and acceptance of all items under this contract shall be accomplished by the CO, the COR, or any other duly authorized Government representative identified by the CO. The Contractor will be notified by the CO in writing or by a copy of the delegation of authority if a different representative is designated.

(End of clause)

(End of Section)

SECTION F - DELIVERIES OR PERFORMANCE

- F.1. 52.242-15 STOP-WORK ORDER (AUG 1989)**
- F.2. 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984) - FFP**
- F.3. 52.247-34 F.O.B. DESTINATION (NOV 1991)**
- F.4. DOE-F-1002 PLACE OF PERFORMANCE - SERVICES**

The services specified by this contract shall be performed at the following location(s): The Los Alamos National Laboratory (LANL), Los Alamos, New Mexico; and other sites that may be designated by the Contracting Officer.

(End of clause)

F.5. PERIOD OF PERFORMANCE

- (a) The contract period of performance and ordering period shall be 60 months, December 22, 2014 to December 21, 2019.
- (b) Each task order issued by the Contracting Officer will identify a specific period of performance. Issuance of task orders will not occur beyond the current contract expiration date. Performance of all task orders issued before the end of the contract period of performance shall not exceed 12 months beyond the contract period of performance.
- (c) The period of performance for any Time and Materials (T&M) task order shall not exceed 36 months.

(End of clause)

(End of Section)

SECTION G – CONTRACT ADMINISTRATION DATA

G.1. 952.242-70 TECHNICAL DIRECTION (DEC 2000)

G.2. BILLING INSTRUCTIONS

- (a) The Contractor shall use the Standard Form (SF) 1034, Public Voucher for Purchases and Services Other Than Personal, when requesting payment. Invoices/vouchers shall be submitted for each individual task order (i.e., do not include more than one task order per invoice/voucher).
- (b) Payments will be made by the Government in accordance with the Section I FAR clauses 52.232-1, Payments, 52.232-5, Payments Under Fixed-Price Construction Contracts, and 52.232-7, Payments Under Time-and-Materials and Labor-Hour Contracts, and based on receipt of a proper invoice/voucher and completion and acceptance of services rendered.
- (c) Payment will be made by the Government to the Contractor no more than twice monthly based on receipt of a proper invoice/voucher and satisfactory contract performance.
- (d) Contractors shall submit invoices/vouchers electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor Inquiry Payment Electronic Reporting System (VIPERS). VIPERS allows vendors to submit invoices/vouchers, attach supporting documentation and check the payment status of any invoice/voucher submitted to the DOE. Submitting electronically provides benefits to vendors by:
 - (i) Reducing the cost of paper and postage;
 - (ii) Allowing supporting documentation to be attached and routed with the invoice/voucher to program and approving officials;
 - (iii) Immediately interfacing vouchers to DOE's accounting system saving several days of mail and manual processing time;
 - (iv) Decreasing potential errors caused by manual input; and
 - (v) Facilitating the prompt payment of invoices/vouchers.
- (e) To obtain access to and use VIPERS, please visit the web page at <https://vipers.oro.doe.gov>. Detailed instructions on how to enroll and use the system are provided on the web page. The Contractor shall not send a paper copy of an invoice/voucher that has been submitted electronically.
- (f) Additional requirements for T&M vouchers:
 - (i) The Contractor's vouchers for T&M task orders shall include a statement of cost and supporting documentation for services rendered. This statement shall include, as a minimum, a breakout by cost or price element of all services actually provided by the Contractor, both for the current billing period and cumulatively for the entire task order to date.
 - (1) Statement of Cost: The following instructions are provided for use by the Contractor in the preparation and submission of the Statement of Cost:

- A. The Statement of Cost shall be completed in accordance with the Contractor's cost accounting system.
 - B. Costs claimed shall be only those recorded costs authorized for billing by the payment provisions of the contract.
 - C. Indirect costs claimed shall reflect the rates approved for billing purposes by the Contracting Officer or designated auditor.
 - D. The Direct Productive Labor Hours (DPLH) incurred during the current billing period as well as a summary of all work to date shall be provided.
- (2) Supporting Documentation: The following instructions are provided for use by the Contractor in the preparation and submission of Supporting Documentation:
- A. Direct costs (e.g., labor, materials) claimed for reimbursement on the Statement of Cost shall be adequately supported. The level of detail provided shall clearly indicate where the funds were expended. For example, support for labor costs shall include the labor category (e.g., program manager, senior engineer, technician) the hourly rate, and the labor cost per category; material costs shall be supported by a list of the material purchased, along with the item's cost; supporting data for travel shall include the destination of the trip, number and labor category of travelers, transportation costs, per diem costs, and purpose of the trip.
 - B. Indirect rates used for billings shall be clearly indicated, as well as their basis of application. When the cognizant Administrative Contracting Officer (ACO) or auditor approves a change in the billing rates, the Contractor shall include a copy of the approval with its submission.
 - C. All claimed subcontractor costs shall be supported by submitting the same detail as outlined herein.

(End of clause)

G.3. DOE-G-1002 SUBMISSION OF REQUEST FOR PROGRESS PAYMENT – FFP CONSTRUCTION WORK

- (a) The Contractor shall use the SF 1443, Contractor's Request for Progress Payment, when requesting progress payments in accordance with FAR 52.232-5, Payments Under Fixed-Price Construction Contracts.
- (b) The Contractor shall follow the procedures outlined in clause G.2, Billing Instructions, for the submission of all progress payments.

(End of clause)

G.4. DOE-G-1005 OBSERVANCE OF LEGAL HOLIDAYS

- (a) The on-site Government personnel observe the following holidays:
 - New Year's Day

- Martin Luther King, Jr.'s Birthday
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day
- Any other day designated by Federal statute, Executive order, or the President's proclamation.

(b) When any holiday falls on a Saturday, the preceding Friday is observed. When any holiday falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not by itself be cause for an additional period of performance or entitlement of compensation except as set forth within the contract.

(End of clause)

G.5. CONTRACT ADMINISTRATION

The name and correspondence address of the Contracting Officer (CO) who will be responsible for the administration of the basic contract and all task orders issued under the basic contract is:

Christopher Lockhart
Email: christopher.lockhart@em.doe.gov
U.S. Department of Energy
Environmental Management – Los Alamos Field Office
3747 West Jemez Road
M/S A316
Los Alamos, NM 87544
Phone: (505) 206-2532

(End of clause)

G.6. DOE-G-1007 CONTRACTING OFFICER'S REPRESENTATIVE

(a) The Contracting Officer's Representatives (CORs) for the purposes of monitoring and coordinating the technical requirements of this contract are:

David Rhodes, David.Rhodes@nnsa.doe.gov
Cheryl Rodriguez, Cheryl.Rodriguez@nnsa.doe.gov

(b) Specific duties and responsibilities of the CORs are those delegated by the Contracting Officer in the COR Delegation for this contract.

(c) Performance of the work under each individual task order issued under the basic contract is subject to the technical direction of the COR in accordance with DEAR Clause 952.242-70, Technical Direction. Any change to the COR designated to the basic contract or to an

individual task order shall be made administratively by letter from the Contracting Officer.

- (d) A Technical Monitor may be designated for each individual task order issued. The Technical Monitor will be responsible for providing technical guidance to the Contractor in the day-to-day performance of work under the task order to which they are designated.

(End of clause)

G.7. DOE-G-1006 INDIVIDUALS AUTHORIZED TO ISSUE ORDERS

The following personnel are authorized to issue task orders under this contract:

Any duly appointed EMCBC DOE Contracting Officer

(End of clause)

G.8. DOE-G-1009 CONTRACTOR'S PROGRAM MANAGER

- (a) The contractor shall designate a Program Manager who will be the Contractor's authorized supervisor for technical and administrative performance of all work hereunder. The Program Manager shall provide the single point of contact between the Contractor and the Contracting Officer's Representative (COR) under this contract.
- (b) The Program Manager shall receive and execute, on behalf of the Contractor, such technical directions as the COR may issue within the terms and conditions of the contract.

(End of clause)

G.9. DOE-G-1010 NONSUPERVISION OF CONTRACTOR EMPLOYEES ON GOVERNMENT FACILITIES

The Government shall not exercise any supervision or control over Contractor employees performing services under this contract. The Contractor's employees shall be held accountable solely to the Contractor's management, who in turn is responsible for contract performance to the Government.

(End of clause)

G.10. CORRESPONDENCE PROCEDURES

To promote timely and effective administration, correspondence submitted under this contract shall include the contract number and task order number and shall be subject to the following procedures:

- (a) Contract Correspondence. Any correspondence affecting the basic contract shall be addressed to the Contracting Officer.
- (b) Task Order Correspondence. Procedures for correspondence affecting an individual task order(s) only will be specified and described in each individual task order.

- (c) Technical Correspondence. Technical correspondence, including all reports and deliverables, shall be addressed to the COR designated for an individual task order as well as to the Technical Monitor designated for that task order (if applicable). Information copies of all technical correspondence shall be addressed to the CO for the affected task order.
- (d) The Contractor shall submit correspondence, reports, and deliverables as follows:
 - (i) All required reports, plans, and other documents shall be submitted to DOE electronically, and upon request by the DOE CO or the DOE COR, in hard copy form. The Contractor shall prepare the requested reports and documents via site standard software (e.g., Microsoft Office Products; PDF) and provide a copy via email or on CD/DVD as required by the size of the document.
 - (ii) Electronically authorize/sign all correspondence, deliverables and reports.
 - (iii) All electronic files shall be editable and have all functions normally available in the software in which the data were originally generated. In addition, the submission shall state which contract deliverable, when appropriate, is being met through submission of the correspondence. In the event the Contractor uses an internal proprietary software package, a copy of the software shall be provided to DOE at no cost.

(End of clause)

G.11. DEFECTIVE OR IMPROPER INVOICES

The name, title, phone number, e-mail, and complete mailing address of those officials of the Contractor who are to be notified when DOE receives a defective or improper invoice are as follows:

Michelle Vigil
Contracts Administrator
TSAY Professional Services, Inc.
P.O. Box 1079
Ohkay Owingeh, NM 87566

Phone: 505-747-0700
Email: m.vigil@tsaycorp.net

(End of clause)

(End of Section)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1. DOE-H-1051 CONSECUTIVE NUMBERING (MAY 2009)

Due to automated procedures employed in formulating this document, clauses contained within it may not always be consecutively numbered.

(End of clause)

H.2. DOE-H-1010 SECTION 8(A) DIRECT AWARDS

(a) This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to a Partnership Agreement between the Small Business Administration (SBA) and the Department of Energy (DOE). Although SBA is not identified in Section A (Standard Form 26), SBA remains the prime contractor for this contract. SBA retains responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office for the 8(a) contractor is:

U.S. Small Business Administration
New Mexico District Office
500 Gold SW, Suite 11301
Albuquerque, NM 87102-9946
PH: 505-248-8225
Fax: 505-248-8245

(b) DOE is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract. However, DOE shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. DOE shall also coordinate with SBA prior to processing any novation agreement. DOE may assign contract administration functions to a contract administration office.

(c) The contractor agrees:

- (i) To notify the Contracting Officer, simultaneously with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637(a)(21), transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership or control.
- (ii) To comply with FAR 52.219-14, Limitations on Subcontracting.

(End of clause)

H.3. DOE-H-1011 DEPARTMENT OF LABOR WAGE DETERMINATIONS

In the performance of this contract the Contractor shall comply with the requirements of the U.S. Department of Labor Wage Determination(s) located in Section J as follows:

Attachment C.1	Register of Wage Determinations Under the Service Contract Act (a.k.a., Service Contract Labor Standards)
Attachment C.2	Register of Wage Determinations and Fringe Benefits (Davis-Bacon) – Heavy Construction Projects (Applicable to construction work only)
Attachment C.3	Register of Wage Determinations and Fringe Benefits (Davis-Bacon) – Building (Applicable to construction work only)
Attachment C.4	Register of Wage Determinations and Fringe Benefits (Davis-Bacon) – Highway (Applicable to construction work only)

(End of clause)

H.4. INDEFINITE-DELIVERY/INDEFINITE-QUANTITY (IDIQ) SCHEDULE OF RATES

- (a) The purpose of this clause is to set forth the Not-to-Exceed fully-burdened labor rates to be utilized when estimating and pricing all IDIQ task orders.
- (b) IDIQ task orders may be issued for any section of the SOW in accordance with the terms of this contract.
- (c) The Contractor shall utilize the rates in Section J, Attachment B, IDIQ Schedule of Rates and Labor Category Qualifications, in establishing the total amount for each task order. The Contractor may propose rates less than, but not exceeding, the rates in Attachment B, unless otherwise approved by the Contracting Officer.
- (d) Labor categories may be added upon bilateral agreement provided the requirements warrant additions.
- (e) Clause 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts), provides requirements applicable to any revisions to the burdened labor rates contained within Attachment B.

(End of clause)

H.5. DOE-H-1021 CONSERVATION OF UTILITIES

- (a) The Contractor shall instruct Contractor employees in utilities conservation practices. The Contractor shall operate under conditions that preclude the waste of utilities.
- (b) The Contractor shall use lights only in areas where and at the time when work is actually being performed except in those areas where lighting is essential for purpose of safety and security.

(End of clause)

H.6. DOE-H-1022 PROTECTION OF TRAFFIC

- (a) Traffic Interference: The Contractor shall conduct its operations so as to interfere as little as possible with the use of existing roads at or near locations where the work is being performed. When it is necessary to excavate a trench across an existing road, store materials

thereon, or perform other work which would obstruct traffic, notification of the start of such work or storage of materials, and details of the proposed methods of providing the required facilities for safe and continuous use of roads shall be submitted to the Contracting Officer for approval at least 48 hours in advance thereof; and the Contractor shall, at its own expense, make such approved temporary provisions as are required to maintain at least one lane of traffic by bridging the excavation, providing ramps over surface obstructions, or providing a suitable temporary by-pass around the construction.

- (b) Barricades, By-Passes, and Warning Signs: The Contractor shall provide and erect, before construction begins, and maintain during the progress of construction, substantial barricades bridging over trenches, ramps, sidewalks, guard rails, and warning signs; furnish, place, and maintain adequate lights and warning signals; and provide flagmen and watchmen; which safeguards shall be provided as directed by the Contracting Officer where and as may be necessary to protect pedestrian and vehicular traffic. All such barricades and/or temporary bridging or other temporary construction shall be removed by the Contractor upon completion of the work necessitating the erection thereof.

(End of clause)

H.7. DOE-H-1023 PRESERVATION OF ANTIQUITIES, WILDLIFE AND LAND AREAS

- (a) Federal Law provides for the protection of antiquities located on land owned or controlled by the Government. Antiquities include Indian graves or campsites, relics and artifacts. The Contractor shall control the movements of its personnel and its subcontractor's personnel at the job site to ensure that any existing antiquities discovered thereon will not be disturbed or destroyed by such personnel. It shall be the duty of the Contractor to report to the Contracting Officer the existence of any antiquities so discovered.
- (b) The Contractor shall also preserve all vegetation (including wetlands) except where such vegetation must be removed for survey or construction purposes. Any removal of vegetation shall be in accordance with the terms of applicable habitat mitigation plans and permits. Furthermore, all wildlife shall be protected consistent with programs approved by the Contracting Officer.
- (c) Except as required by or specifically provided for in other provisions of this contract, the Contractor shall not perform any excavations, earth borrow, preparation of borrow areas, or otherwise disturb the surface soils within the job site without the prior approval of DOE or its designee.

(End of clause)

H.9. DOE-H-1024 ALTERNATIVE DISPUTE RESOLUTION (ADR)

- (a) The DOE and the Contractor both recognize that methods for fair and efficient resolution of significant disputes are essential to the successful and timely achievement of critical milestones and completion of all Contract requirements. Accordingly, the parties agree that in the event of a dispute to jointly select a "standing neutral." The standing neutral will be available to help resolve disputes as they arise. Such standing neutral can be an individual, a board comprised of three independent experts, or a company with specific expertise in the

Contract area. If a standing neutral cannot be agreed upon, the DOE Office of Dispute Resolution will make a selection. Specific joint ADR processes shall be developed.

- (b) The parties agree the following provision may be invoked for significant disputes upon mutual agreement of the DOE and the Contractor:
 - (i) DOE and the Contractor shall use their best efforts to informally resolve any dispute, claim, question, or disagreement by consulting and negotiating with each other in good faith, recognizing their mutual interests, and attempting to reach a just and equitable solution satisfactory to both parties. If any agreement cannot be reached through informal negotiations within 30 calendar days after the start of negotiations, then such disagreement shall be referred to the standing neutral, pursuant to the jointly-developed ADR procedures.
 - (ii) The standing neutral will not render a decision, but will assist the parties in reaching a mutually satisfactory agreement. In the event the parties are unable after 30 calendar days to reach such an agreement, either party may request, and the standing neutral will render, a non-binding advisory opinion. Such opinion shall not be admissible in evidence in any subsequent proceedings.
- (c) If one party to this Contract requests the use of the process set forth in Paragraphs (b)(i) and (b)(ii) of this clause and the other party disagrees, the party disagreeing must express its position in writing to the other party. On any such occasion, if the party requesting the above process wishes to file a claim they may proceed in accordance with the Disputes clause contained in this contract.

(End of clause)

H.10. DOE-H-1025 CONTRACTOR INTERFACE WITH OTHER CONTRACTORS AND/OR GOVERNMENT EMPLOYEES

The Government may award contracts for onsite work or services to additional Contractors. The Contractor shall cooperate fully with all other on site DOE Contractors, and with Government employees, and carefully fit its own work to such other work as may be directed by the Contracting Officer or a duly authorized representative. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by a Government employee.

(End of clause)

H.11. DOE-H-1027 ELECTRICAL POWER AND WATER

Electrical power (other than for heating and welding) and water in reasonable quantities, sufficient for the Contractor's requirements as determined by the Contracting Officer, will be furnished to the Contractor by the Government for use in connection with performance of work at the construction site under this contract

(End of clause)

H.12. DOE-H-1029 GOVERNMENT FURNISHED PROPERTY AND DATA - NONE

The Government is not obligated to furnish any real or personal property or data under this contract. Any such property and data, if furnished, will be identified in each individual task order.

(End of clause)

H.13. DOE-H-1031 CONTRACTOR PRESS RELEASES

The DOE policy and procedure on news releases requires that all Contractor press releases be reviewed and approved by DOE prior to issuance. Therefore, the Contractor shall, at least ten (10) calendar days prior to the planned issue date, submit a draft copy to the Contracting Officer of any planned press releases related to work performed under this contract. The Contracting Officer will then obtain necessary reviews and clearances and provide the Contractor with the results of such reviews prior to the planned issue date.

(End of clause)

H.14. DOE-H-1032 RELEASE OF INFORMATION

Any proposed public release of information including publications, exhibits, or audiovisual productions pertaining to the effort/items called for in this contract shall be submitted at least ten (10) calendar days prior to the planned issue date for approval. Proposed releases are to be submitted to the following address with a copy provided to the Contracting Officer:

Public Affairs Office
U.S. Department of Energy
Environmental Management Consolidated Business Center
250 East 5th Street, Suite 500
Cincinnati, OH 45202

(End of clause)

H.15. DOE-H-1033 PERMITS AND LICENSES

Within sixty (60) calendar days of award, the Contractor shall submit to the DOE Contracting Officer Representative (COR) a list of Environment, Safety and Health approvals that, in the Contractor's opinion, shall be required to complete the work under this award. This list shall include the topic of the approval being sought, the approving authority, and the expected submit/approval schedule. The COR shall be notified as specific items are added or removed from the list and processed through their approval cycles. The Contractor shall include this clause in its first-tier subcontracts and agrees to enforce the terms of this clause.

(End of clause)

H.16. DOE-H-1035 NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) - PRIOR APPROVALS

The National Environmental Policy Act of 1969 (NEPA) requires that all Federal agencies consider the impacts of their projects on the human environment. As part of the DOE's NEPA requirements, the Contractor shall be required to supply to the DOE certain environmental information. DOE funds may only be expended by the Contractor on activities identified in individual task orders, or in a manner consistent with 40 CFR 1506.1, until DOE notifies the Contractor that all NEPA requirements have been satisfied. In the event that the Contractor expends its own or third party funds on activities not authorized by this provision, such expenditures are entirely at the Contractor's risk that DOE's NEPA analysis will support such activities.

(End of clause)

H.17. DOE-H-1040 LOBBYING RESTRICTION

The Contractor agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

(End of clause)

H.18. DOE-H-1056 CONTRACTOR ACCEPTANCE OF NOTICES OF VIOLATION OR ALLEGED VIOLATIONS, FINES, AND PENALTIES (JULY 2011)

- (a) The Contractor shall accept, in its own name, notices of violation(s) or alleged violations (NOVs/NOAVs) issued by federal or state regulators to the Contractor resulting from the Contractor's performance of work under this contract, without regard to liability. The allowability of the costs associated with fines and penalties shall be subject to other provisions of this contract.
- (b) After providing DOE advance written notice, the Contractor shall conduct negotiations with regulators regarding NOVs/NOAVs and fine and penalties. However, the Contractor shall not make any commitments or offers to regulators that would bind the Government, including monetary obligations, without first obtaining written approval from the CO. Failure to obtain advance written approval may result in otherwise allowable costs being declared unallowable and/or the Contractor being liable for any excess costs to the Government associated with or resulting from such offers/commitments.
- (c) The Contractor shall notify DOE promptly when it receives service from the regulators of NOVs/NOAVs and fines and penalties.

(End of clause)

H.19. CONFERENCE MANAGEMENT

The Contractor agrees that:

- a) The Contractor shall ensure that Contractor-sponsored conferences reflect the DOE/NNSA's commitment to fiscal responsibility, appropriate stewardship of taxpayer funds and support the mission of DOE/NNSA as well as other sponsors of work. In addition, the Contractor will ensure conferences do not include any activities that create the appearance of taxpayer funds being used in a questionable manner.
- b) The definition of a conference is a meeting, retreat, seminar, symposium, or event that involves attendee travel. The term 'conference' also applies to training activities that are considered to be conferences under 5 C.F.R 410.404.
- c) Contractor-sponsored conferences include those events that meet the conference definition and either or both of the following:
 - 1) The Contractor provides funding to plan, promote, or implement an event, except in instances where a Contractor:
 - i) covers participation costs in a conference for specified individuals (e.g. students, retirees, speakers, etc.) in a total amount not to exceed \$10,000 (by individual Contractor for a specific conference) or
 - ii) purchases goods or services from the conference planners (e.g., attendee registration fees, renting booth space).
 - 2) The Contractor authorizes use of its official seal, or other seals/logos/ trademarks to promote a conference. Exceptions include non-M&O Contractors who use their seal to promote a conference that is unrelated to their DOE contract(s) (e.g., if a DOE IT Contractor were to host a general conference on cyber security).
- d) Attending a conference, giving a speech or serving as an honorary chairperson does not connote sponsorship.
- e) The contractor will provide information on conferences they plan to sponsor with expected costs exceeding \$100,000 in the Department's Conference Management Tool, including:
 - 1) Conference title, description, and date
 - 2) Location and venue
 - 3) Description of any unusual expenses (e.g., promotional items)
 - 4) Description of contracting procedures used (e.g., competition for space/support)
 - 5) Costs for space, food/beverages, audio visual, travel/per diem, registration costs, recovered costs (e.g., through exhibit fees)

- 6) Number of attendees
- f) The Contractor will not expend funds on the proposed Contractor-sponsored conferences with expenditures estimated to exceed \$100,000 until notified of approval by the contracting officer.
- g) For DOE-sponsored conferences, the Contractor will not expend funds on the proposed conference until notified by the contracting officer.
 - 1) DOE-sponsored conferences include events that meet the definition of a conference and where the Department provides funding to plan, promote, or implement the conference and/or authorizes use of the official DOE seal, or other seals/logos/ trademarks to promote a conference. Exceptions include instances where DOE:
 - i) covers participation costs in a conference for specified individuals (e.g. students, retirees, speakers, etc.) in a total amount not to exceed \$10,000 (by individual Contractor for a specific conference) or
 - ii) purchases goods or services from the conference planners (e.g., attendee registration fees; renting booth space); or provide funding to the conference planners through Federal grants.
 - 2) Attending a conference, giving a speech, or serving as an honorary chairperson does not connote sponsorship.
 - 3) The Contractor will provide cost and attendance information on their participation in all DOE-sponsored conference in the DOE Conference Management Tool.
- h) For non-Contractor sponsored conferences, the Contractor shall develop and implement a process to ensure costs related to conferences are allowable, allocable, reasonable, and further the mission of DOE/NNSA. This process must at a minimum:
 - 1) Track all conference expenses.
 - 2) Require the Laboratory Director (or equivalent) or Chief Operating Officer approve a single conference with net costs to the Contractor of \$100,000 or greater.
- i) Contractors are not required to enter information on non-sponsored conferences in DOE'S Conference Management Tool.
- j) Once funds have been expended on a non-sponsored conference, Contractors may not authorize the use of their trademarks/logos for the conference, provide the conference planners with more than \$10,000 for specified individuals to participate in the conference, or provide any other sponsorship funding for the conference. If a Contractor does so, its expenditures for the conference may be deemed unallowable.

H.20. INSURANCE - WORK ON A GOVERNMENT INSTALLATION

(a) Except as provided in subparagraph (b), the Contractor shall provide and maintain:

<u>TYPE OF INSURANCE</u>	<u>AMOUNT</u>
Worker's Compensation	\$100,000
Employer's Liability	\$100,000
Comprehensive General Liability (Bodily Injury)	\$500,000 per occurrence
Comprehensive Automobile Liability (Bodily Injury)	\$200,000 per person and \$500,000 per occurrence
Comprehensive Automobile Liability (Property Damage)	\$20,000 per occurrence

- (b) The Contractor may, with the approval of the CO, maintain a self-insurance program; provided that, with respect to worker's compensation, the Contractor is qualified pursuant to statutory authority.
- (c) The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(End of clause)

H.21. CONTRACTOR EMPLOYEE TRAINING

- (a) The Contractor shall provide fully qualified and trained personnel from its own resources to support the requirements of this contract. DOE may provide training assistance at its discretion at no cost to the Contractor. All training must be approved by the COR. Overtime costs associated with training will not be reimbursed by the Government.
- (b) The Contractor shall ensure that all employees who perform services under this contract attend mandatory DOE-provided security and/or safety training, as directed by the Contracting Officer's Representative or other duly authorized official (usually within 30 calendar days of the first date of performance on this contract and as least once annually thereafter). The Contractor shall ensure that every employee expected to work on federal property is instructed to safely and competently perform the work.

(End of clause)

H.22. CONFIDENTIALITY OF INFORMATION

- (a) To the extent that the work under this contract/task order requires that the Contractor be given access to confidential or proprietary business, technical, or financial information belonging to DOE or other companies, the Contractor shall, after receipt thereof, treat such information as confidential and agree not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized by the Contracting Officer, or in the case of a task order issued under this contract, the Contracting Officer (CO), in writing. The foregoing obligations, however, shall not apply to:
- (i) Information which, at the time of receipt by the Contractor, is in the public domain;
 - (ii) Information which is published after receipt thereof by the Contractor or otherwise

- becomes part of the public domain through no fault of the Contractor;
- (iii) Information which the Contractor can demonstrate was in its possession at the time of receipt thereof and was not acquired directly or indirectly from DOE or other companies; or
 - (iv) Information which the Contractor can demonstrate was received by it from a third party that did not require the Contractor to hold it in confidence.
- (b) The Contractor shall obtain the written agreement, in a form satisfactory to the CO, of each employee permitted access, whereby the employee agrees that he/she will not discuss, divulge or disclose any such information or data to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the contract.
 - (c) The Contractor agrees, if requested by the CO, to sign an agreement identical, in all material respects, to the provisions of this clause, with each company supplying information to the Contractor under this contract, and to supply a copy of such agreement to the CO. From time to time upon request of the CO, the Contractor shall supply DOE with reports itemizing information received as confidential or proprietary and setting forth the company or companies from which the Contractor received such information.
 - (d) The Contractor agrees that upon request by DOE it will execute a DOE-approved agreement with any party whose facilities or proprietary data it is given access to or is furnished, restricting use and disclosure of the data or the information obtained from the facilities. Upon request by DOE, such an agreement shall also be signed by Contractor personnel.
 - (e) This clause shall flow down to all subcontracts.

(End of clause)

H.23. ACCESS TO DOE-OWNED OR LEASED FACILITIES

- (a) The performance of this contract requires that employees of the Contractor have physical access to DOE-owned or leased facilities; however, this clause does not control requirements for an employee's obtaining a security clearance. The Contractor understands and agrees that DOE has a prescribed process with which the Contractor and its employees must comply in order to receive a security badge that allows such physical access. The Contractor further understands that it must propose employees whose background offers the best prospect of obtaining a security badge approval for access. The Contractor shall consider the following potential disqualifiers which are not all inclusive and may vary depending on access requirements:
 - (i) is, or is suspected of being, a terrorist;
 - (ii) is the subject of an outstanding warrant;
 - (iii) has deliberately omitted, concealed, or falsified relevant and material facts from any Questionnaire for National Security Positions (SF-86), Questionnaire for Non-Sensitive Positions (SF-85), or similar form;
 - (iv) has presented false or forged identity source documents;
 - (v) has been barred from Federal employment;
 - (vi) is currently awaiting a hearing or trial or has been convicted of a crime punishable by imprisonment of six (6) months or longer; or
 - (vii) is awaiting or serving a form of pre-prosecution probation, suspended or deferred sentencing, probation or parole in conjunction with an arrest or criminal charges

against the individual for a crime that is punishable by imprisonment of six (6) months or longer.

- (b) The Contractor shall ensure:
 - (i) In initiating the process for gaining physical access: (1) compliance with procedures established by DOE in providing its employee(s) with any forms directed by DOE; (2) that the employee properly completes any forms; and (3) that the employee(s) submits the forms to the person designated by the CO.
 - (ii) In completing the process for gaining physical access, that its employee (1) cooperates with DOE officials responsible for granting access to DOE -owned or leased facilities and (2) provides additional information, requested by those DOE officials.
- (c) The Contractor understands and agrees that DOE may unilaterally deny a security badge to an employee and that the denial remains effective for that employee unless DOE subsequently determines that access may be granted. To obtain a security badge employees must be US Citizens. Upon notice from DOE that an employee's application for a security badge is or will be denied, the Contractor shall promptly identify and submit the forms referred to in subparagraph (b)(i) of this clause for the substitute employee. The denial of a security badge to individual employees by DOE shall not be cause for extension of the period of performance of this Contract or any contractor claim against DOE.
- (d) The Contractor shall return to the CO or designee the badge(s) or other credential(s) provided by DOE pursuant to this clause, granting physical access to DOE -owned or leased facilities by the Contractor's employee(s), upon (1) the termination of this Contract; (2) the expiration of this Contract; (3) the termination of employment on this Contract by an individual employee; or (4) demand by DOE for return of the badge.
- (e) The Contractor shall include this clause, including this paragraph (e), in any subcontract, awarded in the performance of this Contract, in which an employee(s) of the subcontractor will require physical access to DOE -owned or leased facilities.

(End of clause)

H.24. TASK ORDERING PROCEDURE

- (a) A task order may be issued as needed for any work covered by Section J, Attachment A, SOW. Task orders may be issued as FFP or T&M.
- (b) Only a duly appointed Contracting Officer (CO) may issue task orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the CO.
- (c) All task order efforts shall be completed in accordance with the contract requirements, in addition to the requirements as stated within the task order.
- (d) Prior to issuing a task order, the CO will provide the Contractor with a request for task order

- proposal including, at a minimum, the following data:
- (i) A task order SOW providing the functional description/requirements of the work, deliverables, Government-furnished items (if any), and period of performance requirements, as well as identifying the objectives or results desired from the contemplated task order;
 - (ii) Proposed performance standards to be used as criteria for determining whether the work requirements have been met;
 - (iii) Requirements for the Contractor's task order proposal (reference paragraph f, below, for details); and
 - (iv) A response time for submitting the task order proposal.
- (e) The Contractor shall submit all task order proposals within 10 business days after receipt of a request from the CO, unless otherwise requested (In order to meet urgent requirements, the Contractor may be required to respond to a shorter time period identified by the CO.). If the Contractor is unable to submit the task order proposal within the required 10 business days, or the CO requests a submission period of less than 10 business days, the Contractor shall contact the CO within 2 business days of receipt of the task order request to reach an agreement on the due date for the task order proposal.
- (f) The Contractor's task order proposal shall include, at a minimum, the following:
- (i) Discussion of the technical approach for performing the work;
 - (ii) A detailed schedule, including, but not limited to, key milestones identified in the Government SOW and/or the Contractor's technical approach;
 - (iii) Detailed cost/price information (reference paragraph g, below, for details);
 - (iv) Proposed deviations (if any) from the stated SOW requirements; and
 - (v) Any other information required to determine the reasonableness of the Contractor's proposal.
- (g) Procedure for establishing FFP or T&M ceiling value
- (i) The cost/price proposal from the Contractor shall include the applicable fully-burdened labor rates identified in Attachment B, IDIQ Schedule of Rates and Labor Category Qualifications, unless otherwise approved by the CO. In addition, the Contractor shall provide labor hours, material, equipment and other direct costs, and/or any other appropriate information to determine the reasonableness of the Contractor's proposal.
 - (ii) The Contractor shall substantiate and provide the basis for all proposed costs (e.g., based on historical data, competition, another appropriate industry standard)
 - (iii) Direct Labor:
 - A. The Contractor shall include a detailed breakdown of direct labor hours for each labor category performing the task order work.
 - B. The Contractor shall determine the total direct labor costs by totaling the number of labor hours for each labor category and then multiplying by the appropriate fully-burdened labor rate from Attachment B.
 - (iv) Other Direct Costs (e.g., Materials, Supplies, Equipment, Software Licenses, Training, Travel):

- A. The Contractor shall include a detailed breakdown (e.g., size, quality, quantity, capacity, units, hours and rates) of all Other Direct Costs (ODCs) required to perform the task order work.
- B. The Contractor shall propose all travel in accordance with the Federal Travel Regulations and established Per Diem Rates. The Contractor shall provide a breakout of all travel by number of travelers, number of days, origination and destination locations, allowable per diem rates, airfare, and other details to fully support the proposed travel costs.

(v) Subcontracts:

- A. The Contractor shall utilize competition to the maximum extent practical when utilizing subcontracting (reference FAR 52.244-5, Competition in Subcontracting).
- B. The Contractor's proposal shall include documentation supporting the fairness and reasonableness of all subcontracted efforts. The documentation shall include the proposals received, the successful awardee and the basis for award (e.g., low bidder or best value). If competitive proposals are not received, justification of price reasonableness shall be provided in addition to a justification for procuring from a single source, if applicable.

(vi) Profit/Fee:

- A. The Contractor may propose profit/fee on ODCs and Subcontracts. The proposed profit/fee rate shall not exceed the rate contained in the fully-burdened labor rates contained in Attachment B.

- (h) The CO will either approve the Contractor's task order proposal or negotiate any areas of disagreement with the Contractor. The Contractor shall not perform any work on a task order until authorized by the CO. After review and any necessary discussions, the CO may issue a task order to the Contractor containing, as a minimum, the following:
 - (i) Date of the order.
 - (ii) Contract number and task order number.
 - (iii) SOW identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.
 - (iv) Performance standards, and where appropriate, quality assurance standards.
 - (v) Maximum dollar amount authorized (FFP or T&M ceiling value).
 - (vi) Any other resources (e.g., travel, materials, equipment, facilities) authorized.
 - (vii) Delivery/performance schedule including start and end dates.
 - (viii) Accounting and appropriation data.
- (i) The Contractor shall provide acknowledgment of receipt to the CO within 2 business days after receipt of the task order.
- (j) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in this clause, the CO may issue an undefinitized task order which includes a Not-To-Exceed ceiling cost/price for which all the terms and conditions will be subsequently negotiated and definitized at a later date.

- (k) The CO may modify task orders in the same manner in which they were issued.
- (l) In the event of a conflict between the requirements of the task order and the Contractor's approved task order proposal, the task order shall prevail.
- (m) The Contractor shall deliver all task order specific deliverables as stated in task order.

(End of clause)

H.25. IDIQ SCHEDULE OF RATES REOPENER CLAUSE

- (a) The Government reserves the right to periodically audit the Contractor to determine the continued reasonableness (as determined at contract award based on data available at that time) of the proposed direct and indirect rates utilized in the build-up of the fully-burdened labor rates in Section J, Attachment B, IDIQ Schedule of Rates and Labor Category Qualifications.
- (b) The Contracting Officer may execute a unilateral modification that adjusts the IDIQ Schedule of Rates commensurate with the audit findings within 60 calendar days after receipt of the audit results.
- (c) The Contracting Officer may unilaterally modify the amount of any task order that warrants adjustment due to a revision to the IDIQ Schedule of Rates (as adjusted pursuant to this clause). Any adjustments made to active task orders will only be applied to active task order amounts remaining and invoices submitted after the date of the modification to the contract that adjusts the IDIQ Schedule of Rates.

(End of clause)

H.26. POSITION QUALIFICATIONS

Contractor direct labor personnel assigned to the performance of this contract shall satisfy as a minimum the applicable labor category qualifications, both education and experience, set forth in the position descriptions/qualifications contained in Section J, Attachment B of this contract, except as the Contracting Officer may authorize otherwise.

(End of clause)

H.27 LAWS, REGULATIONS, AND DOE DIRECTIVES

- a) The Contractor shall comply with the requirements of all applicable Federal, State, and local laws and regulations and all applicable DOE regulations and directives (<http://www.directives.doe.gov/>) in performing work under this contract. Specific laws, regulations, and/or DOE directives may be listed in the contract and any task order issued under this contract. However, omission of any applicable law, regulation, and/or DOE directive does not affect the obligation of the Contractor to comply with such law, regulation, and/or DOE directive pursuant to this clause.

- b) The Contractor shall notify the Contracting Officer of any changes to any applicable law, regulation, and/or DOE directive that it believes impacts technical and/or cost performance of any task order issued under this contract. The Contracting Officer will work directly with the Contractor in resolving all such impacts.

(End of Clause)

(End of Section)

PART II – CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1. CLAUSES INCORPORATED BY REFERENCE -- SECTION I

Clauses at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

CLAUSE NUMBER	CLAUSE TITLE (DATE)
52.202-1	DEFINITIONS (NOV 2013)
52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (MAY 2014)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
52.203-7	ANTI-KICKBACK PROCEDURES (MAY 2014)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)
52.203-14	DISPLAY OF HOTLINE POSTER(S) (DEC 2007) <i>Paragraph (b)(3) Fill In: Poster(s) Obtain from DOE/IG Hotline – http://energy.gov/sites/prod/files/igprod/documents/Hotline_poster.pdf</i>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2013)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)
52.204-15	SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (JAN 2014)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013)
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (MAY 2012)
52.215-2	AUDIT AND RECORDS - NEGOTIATION (OCT 2010)
52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997)
52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG

	2011)
52.215-11	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA - MODIFICATIONS (AUG 2011)
52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (OCT 2010)
52.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA - MODIFICATIONS (OCT 2010)
52.215-14	INTEGRITY OF UNIT PRICES (OCT 2010) – ALTERNATE I (OCT 1997)
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010)
52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS (OCT 2010)
52.216-7	ALLOWABLE COST AND PAYMENT (JUN 2013) – T&M <i>Paragraph (a)(3) fill-in: 30th</i>
52.217-8	OPTION TO EXTEND SERVICES (NOV 1999) <i>Fill-in: any time prior to the expiration of the contract</i>
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011)
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2014)
52.219-14	LIMITATIONS ON SUBCONTRACTING (NOV 2011)
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013) <i>Paragraph (g) fill-in: The Contractor represents that it is a small business concern under NAICS Code 238910 assigned to contract number DE-EM0003298.</i>
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
52.222-3	CONVICT LABOR (JUN 2003)
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS - OVERTIME COMPENSATION (MAY 2014)
52.222-17	NONDISPLACEMENT OF QUALIFIED WORKERS (MAY 2014)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
52.222-26	EQUAL OPPORTUNITY (MAR 2007)
52.222-35	EQUAL OPPORTUNITY FOR VETERANS (JUL 2014)
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)
52.222-37	EMPLOYMENT REPORTS ON VETERANS (JUL 2014)
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)
52.222-41	SERVICE CONTRACT LABOR STANDARDS (MAY 2014)
52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS—PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (MAY 2014)
52.222-50	COMBATING TRAFFICKING IN PERSONS (FEB 2009)
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (AUG 2013)
52.223-2	AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEPT 2013)
52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) -- ALTERNATE I (JUL 1995)
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)
52.223-6	DRUG-FREE WORKPLACE (MAY 2001)

52.223-10	WASTE REDUCTION PROGRAM (MAY 2011)
52.223-12	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (MAY 1995)
52.223-13	ACQUISITION OF EPEAT®-REGISTERED IMAGING EQUIPMENT (JUN 2014)
52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)
52.223-16	ACQUISITION OF EPEAT®-REGISTERED PERSONAL COMPUTER PRODUCTS (JUN 2014)
52.223-17	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008)
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
52.223-19	COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS (MAY 2011)
52.225-1	BUY AMERICAN - SUPPLIES (MAY 2014)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
52.227-1	AUTHORIZATION AND CONSENT (DEC 2007)
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)
52.227-3	PATENT INDEMNITY (APR 1984)
52.227-14	RIGHTS IN DATA--GENERAL (DEC 2007)
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997) – FFP
52.229-4	FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS) (FEB 2013) – FFP
52.232-1	PAYMENTS (APR 1984) – FFP
52.232-7	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (AUG 2012) – T&M
52.232-8	DISCOUNTS FOR PROMPT PAYMENT (FEB 2002) – FFP
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)
52.232-11	EXTRAS (APR 1984) – FFP
52.232-17	INTEREST (MAY 2014)
52.232-18	AVAILABILITY OF FUNDS (APR 1984)
52.232-23	ASSIGNMENT OF CLAIMS (MAY 2014)
52.232-25	PROMPT PAYMENT (JUL 2013)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)
52.233-1	DISPUTES (MAY 2014) -- ALTERNATE I (DEC 1991)
52.233-3	PROTEST AFTER AWARD (AUG 1996)
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
52.237-3	CONTINUITY OF SERVICES (JAN 1991)
52.242-3	PENALTIES FOR UNALLOWABLE COSTS (MAY 2014) – T&M
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997) – T&M
52.242-13	BANKRUPTCY (JUL 1995)
52.243-1	CHANGES - FIXED-PRICE (AUG 1987) -- ALTERNATE II (APR 1984) – FFP
52.243-3	CHANGES - TIME-AND-MATERIALS OR LABOR-HOURS (SEP 2000) – T&M
52.244-2	SUBCONTRACTS (OCT 2010)

	<i>Paragraph (d) fill-in: N/A</i> <i>Paragraph (j) fill-in: any and all subcontractors evaluated prior to contract award and all subcontractors evaluated prior to the award of task orders issued against the contact</i>
52.244-5	COMPETITION IN SUBCONTRACTING (DEC 1996)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (OCT 2014)
52.245-1	GOVERNMENT PROPERTY (APR 2012) – T&M
52.245-1	GOVERNMENT PROPERTY (APR 2012) ALTERNATE I (APR 2012) – FFP
52.245-9	USE AND CHARGES (APR 2012)
52.246-25	LIMITATION OF LIABILITY - SERVICES (FEB 1997)
52.248-1	VALUE ENGINEERING (OCT 2010)
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) – FFP
52.249-6	TERMINATION (COST-REIMBURSEMENT) (MAY 2004) – ALTERNATE IV (SEB 1996) – T&M
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) – FFP
52.249-14	EXCUSABLE DELAYS (APR 1984) – T&M
52.251-1	GOVERNMENT SUPPLY SOURCES (APR 2012)
52.253-1	COMPUTER GENERATED FORMS (JAN 1991)
952.202-1	DEFINITIONS
952.203-70	WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)
952.204-73	FACILITY CLEARANCE (MAR 2011)
952.204-75	PUBLIC AFFAIRS (DEC 2000)
952.204-77	COMPUTER SECURITY (AUG 2006)
952.208-70	PRINTING (APR 1984)
952.209-72	ORGANIZATIONAL CONFLICTS OF INTEREST (AUG 2009) - ALTERNATE I (FEB 2011) <i>Paragraph (b)(1)(i) fill-in: “zero (0)”</i>
952.223-71	INTEGRATION OF ENVIRONMENT, SAFETY, AND HEALTH INTO WORK PLANNING AND EXECUTION (DEC 2000)
952.223-75	PRESERVATION OF INDIVIDUAL OCCUPATIONAL RADIATION EXPOSURE RECORDS (APR 1984)
952.226-74	DISPLACED EMPLOYEE HIRING PREFERENCE (JUNE 1997)
952.242-70	TECHNICAL DIRECTION (DEC 2000)

CLAUSES INCORPORATED BY REFERENCE APPLICABLE TO CONSTRUCTION TASK ORDERS ONLY*	
CLAUSE NUMBER	CLAUSE TITLE (DATE)
52.216-7	ALLOWABLE COST AND PAYMENT (JUN 2011) – ALTERNATE I (FEB 1997) – T&M <i>Paragraph (a)(3) fill-in: 30th</i>
52.222-6	CONSTRUCTION WAGE RATE REQUIREMENTS (MAY 2014)
52.222-7	WITHHOLDING OF FUNDS (MAY 2014)
52.222-8	PAYROLLS AND BASIC RECORDS (MAY 2014)
52.222-9	APPRENTICES AND TRAINEES (JUL 2005)
52.222-10	COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)
52.222-11	SUBCONTRACTS (LABOR STANDARDS) (MAY 2014)

52.222-12	CONTRACT TERMINATION - DEBARMENT (MAY 2014)
52.222-13	COMPLIANCE WITH CONSTRUCTION WAGE RATE REQUIREMENTS AND RELATED ACT REGULATIONS (MAY 2014)
52.222-14	DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)
52.222-15	CERTIFICATION OF ELIGIBILITY (MAY 2014)
52.222-27	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999)
52.225-9	BUY AMERICAN - CONSTRUCTION MATERIALS (MAY 2014) <i>Note: Applicable to construction values less than \$7,864,000</i>
52.227-4	PATENT INDEMNITY--CONSTRUCTION CONTRACTS (DEC 2007)
52.228-2	ADDITIONAL BOND SECURITY (OCT 1997)
52.228-11	PLEDGES OF ASSETS (JAN 2012)
52.228-12	PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS (MAY 2014)
52.228-13	ALTERNATIVE PAYMENT PROTECTIONS (JUL 2000) <i>Note: Applicable to construction values exceeding \$30,000 but not exceeding \$150,000</i>
52.228-14	IRREVOCABLE LETTER OF CREDIT (MAY 2014)
52.228-15	PERFORMANCE AND PAYMENT BONDS - CONSTRUCTION (OCT 2010) <i>Note: Applicable to construction values exceeding \$150,000</i>
52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 2014) - FFP
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (MAY 2014)
52.236-2	DIFFERING SITE CONDITIONS (APR 1984) - FFP
52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984) - FFP
52.236-4	PHYSICAL DATA (APR 1984) - FFP
52.236-5	MATERIAL AND WORKMANSHIP (APR 1984)
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR (APR 1984) - FFP
52.236-7	PERMITS AND RESPONSIBILITIES (NOV 1991)
52.236-8	OTHER CONTRACTS (APR 1984) - FFP
52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984) - FFP
52.236-10	OPERATIONS AND STORAGE AREAS (APR 1984) - FFP
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION (APR 1984) - FFP
52.236-12	CLEANING UP (APR 1984) - FFP
52.236-13	ACCIDENT PREVENTION (NOV 1991) - FFP
52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984) - FFP
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984) - FFP
52.236-17	LAYOUT OF WORK (APR 1984) - FFP
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997) -- ALTERNATE I (APR 1984) - FFP
52.236-26	PRECONSTRUCTION CONFERENCE (FEB 1995)
52.242-14	SUSPENSION OF WORK (APR 1984) - FFP
52.243-4	CHANGES (JUN 2007) - FFP <i>Note: Applicable to construction values exceeding \$150,000</i>
52.246-12	INSPECTION OF CONSTRUCTION (AUG 1996) - FFP
52.248-3	VALUE ENGINEERING - CONSTRUCTION (OCT 2010)
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) -- ALTERNATE I (SEP 1996) - FFP

52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984) – FFP
952.223-78	SUSTAINABLE ACQUISITION PROGRAM (OCT 2010) - ALTERNATE I FOR CONSTRUCTION CONTRACTS AND SUBCONTRACTS (OCT 2010)

**Any of the above referenced clauses that require a fill-in will be completed in any resultant task order as applicable.*

(End of clause)

I.2. 52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the contract effective date through the end of the contract period of performance.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

I.3. 52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$0, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) *Maximum order.* The Contractor is not obligated to honor -
 - (1) Any order for a single item in excess of \$15,000,000;
 - (2) Any order for a combination of items in excess of \$15,000,000; or
 - (3) A series of orders from the same ordering office within 2 calendar days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 2 calendar days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon

receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

I.4. 52.216-22 INDEFINITE QUANTITY (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract 12 months after the completion of the contract.

(End of clause)

I.5. 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It is not a Wage Determination

Employee Class*	Monetary Wage*
Senior General Engineer/Physical Scientist	GS-14
Mid-Grade General Engineer/Physical Scientist	GS-13
Environmental Specialist	GS-13
Junior General Engineer/Physical Scientist Administrative Grades	GS-12
Mid-Level Administrative Support	GS-09

Higher-level Administrative Support	GS-11
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FRINGE BENEFITS

Annual Leave - Receives 13 days paid leave for service up to 3 years; 20 days for 3 to 15 years service; and 26 days for 15 years service or over.

Sick Leave - Receives 13 days paid leave per year.

Holidays - Receives 10 paid holidays per year.

Health Insurance - Government pays up to 72% of health insurance.

Group Life Insurance - Government pays one-third of the cost of the basic life insurance premium.

Retirement - The Government provides three retirement plans identified as the Civil Service Retirement System (CSRS), the Federal Employees Retirement System (FERS), and the CSRS Offset. Under the CSRS, the Government contributes 7% of the employees' base pay towards the retirement benefit and 1.45% towards Medicare. Under the FERS, the Government contributes 11.2% of the employees' base pay towards a basic benefit plan, 6.2% to Social Security, 1.45% towards Medicare, and 1% (plus matching contributions of up to 4% of basic pay, depending on employees' contributions) to a thrift savings plan. Under the CSRS Offset, the Government contributes 0.8% of the employees' base pay towards the retirement benefit, 6.2% to Social Security, and 1.45% towards Medicare.

Part-time Federal employees receive pro rata annual leave, sick leave, holiday leave, health insurance, and group life insurance benefits based on the number of hours worked.

(End of clause)

I.6. 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (MAY 2008)

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

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

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

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

- 1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and
- 2) Submit this estimate to the COR.

(End of clause)

I.7. 52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

- (a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--
- 1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
 - 2) Class II, including, but not limited to, hydro chlorofluorocarbons.
- (b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

Warning

Contains (or manufactured with, if applicable) (*The Contractor shall insert the name of the substance(s)*), a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

(End of clause)

I.8. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

For FAR clauses: <https://www.acquisition.gov/far/index.html>

For DOE Acquisition Regulation (DEAR) clauses: <http://farsite.hill.af.mil/vfdoea.htm>

(End of clause)

I.9. 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

- (a) The use in this solicitation or contract of any FAR (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 DEAR (48 CFR Chapter 9) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

(End of clause)

I.10. 52.219-12 SPECIAL 8(A) SUBCONTRACT CONDITIONS (FEB 1990)

- (a) The Small Business Administration (SBA) has entered into Contract No. DE-EM0003298 with the U.S. Department of Energy to furnish the supplies or services as described therein. A copy of the contract is attached hereto and made a part hereof.
- (b) TSAY Professional Services Inc., hereafter referred to as the subcontractor, agrees and acknowledges as follows:
 - 1) That it will, for and on behalf of the SBA, fulfill and perform all of the requirements of Contract No. DE-EM0003298 for the consideration stated therein and that it has read and is familiar with each and every part of the contract.
 - 2) That the SBA has delegated responsibility, except for novation agreements and advance payments, for the administration of this subcontract to the U.S. Department of Energy with complete authority to take any action on behalf of the Government under the terms and conditions of this subcontract.
 - 3) That it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the designated Contracting Officer of the U.S. Department of Energy.
 - 4) That it will notify the U.S. Department of Energy Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.
- (c) Payments, including any progress payments under this subcontract, will be made directly to the subcontractor by the U.S. Department of Energy.

(End of clause)

I.11. 52.222-99 ESTABLISHING A MINIMUM WAGE FOR CONTRACTORS (DEVIATION 2014-O0017) (JUNE 2014)

This clause implements Executive Order 13658, Establishing a Minimum Wage for Contractors, dated February 12, 2014, and OMB Policy Memorandum M-14-09, dated June 12, 2014.

- (a) Each service employee, laborer, or mechanic employed in the United States (the 50 States and the District of Columbia) in the performance of this contract by the prime Contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the Contractor and service employee, laborer, or mechanic, shall be paid not less than the applicable minimum wage under Executive Order 13658. The minimum wage required to be paid to each service employee, laborer, or mechanic performing work on this contract between January 1, 2015, and December 31, 2015, shall be \$10.10 per hour.
- (b) The Contractor shall adjust the minimum wage paid under this contract each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all service employees, laborers, or mechanics subject to the Executive Order beginning January 1 of the following year. The Secretary of Labor will publish annual

determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on www.wdol.gov (or any successor website). The applicable published minimum wage is incorporated by reference into this contract.

- (c) The Contracting Officer will adjust the contract price or contract unit price under this clause only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Contracting Officer shall consider documentation as to the specific costs and workers impacted in determining the amount of the adjustment.
- (d) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (c) of this clause, and will not provide price adjustments under this clause that result in duplicate price adjustments with the respective clause of this contract implementing the Service Contract Labor Standards statute (formerly known as the Service Contract Act) or the Wage Rate Requirements (Construction) statute (formerly known as the Davis Bacon Act).
- (e) The Contractor shall include the substance of this clause, including this paragraph (e) in all subcontracts.

(End of clause)

(End of Section)

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

J.1. DOE-J-1001 List of Attachments

The following attachments constitute part of this contract:

Attachment Number	Attachment Title
A	Statement of Work (SOW)
B	IDIQ Schedule of Rates and Labor Category Qualifications
C.1	Register of Wage Determinations Under the Service Contract Act (a.k.a., Service Contract Labor Standards)
C.2	Register of Wage Determinations and Fringe Benefits (Davis-Bacon) – Heavy Construction Projects (Applicable to construction work only)
C.3	Register of Wage Determinations and Fringe Benefits (Davis-Bacon) – Building (Applicable to construction work only)
C.4	Register of Wage Determinations and Fringe Benefits (Davis-Bacon) – Highway (Applicable to construction work only)
D	Memorandum of Agreement between DOE and the Pueblo de San Ildefonso

(End of clause)

(End of Section)

**Los Alamos National Laboratory
General Construction and Environmental Regulatory Support Services
Statement of Work**

I. Background

The Los Alamos National Laboratory (LANL or the Laboratory) is a multidisciplinary research facility owned by the U.S. Department of Energy (DOE) and managed by Los Alamos National Security, LLC. The Laboratory site covers approximately 40 mi² of the Pajarito Plateau, which consists of a series of fingerlike mesas that are separated by deep canyons containing perennial and intermittent streams running from west to east. Mesa tops range in elevation from approximately 6200 ft to 7800 ft. The eastern portion of the plateau stands 300 ft to 1000 ft above the Rio Grande.

The Laboratory is participating in a national DOE effort to clean up sites and facilities formerly involved in weapons research and development. The goal is to ensure that past operations do not threaten human or environmental health and safety in and around Los Alamos County. To achieve this goal, the Laboratory is currently investigating sites potentially contaminated by past operations; the sites under investigation are designated as consolidated units, solid waste management units (SWMUs), or areas of concern (AOCs).

Corrective actions for SWMUs and AOCs at LANL are subject to the March 1, 2005, Compliance Order on Consent (the Consent Order). The New Mexico Environment Department (NMED), pursuant to the New Mexico Hazardous Waste Act, regulates cleanup of hazardous wastes and hazardous constituents. DOE regulates cleanup of radioactive contamination, pursuant to DOE Order 435.1, Radioactive Waste Management; and DOE Order 458.1, Administrative Change 3, Radiation Protection of the Public and the Environment. Information on radioactive materials and radionuclides, including the results of sampling and analysis of radioactive constituents, is voluntarily provided to NMED in accordance with DOE policy.

Certain SMWUs and AOCs are also subject to the Laboratory's National Pollutant Discharge Elimination System (NPDES) Individual Permit for storm water discharges from SWMUs and AOCs. The Individual Permit regulates storm water discharges associated with industrial activities from 405 specified SWMUs and/or AOCs (collectively, "Sites"). The majority of the Sites covered by the Individual Permit are remotely located and are not associated with current industrial activities. Storm water discharges associated with current conventional industrial activities at the Laboratory are excluded from the Individual Permit, but are subject to the Laboratory's NPDES Multi-Sector General Permit (MSGP).

The selection of SWMUs and AOCs for inclusion in the Individual Permit was based on historical information and any storm water, sediment, and soil data available at the time the Permit application was submitted. The selection of Sites for inclusion in the Individual Permit ended in early 2008 with the final supplemental information submittal. The investigation and remediation of SWMUs and AOCs under the Resource Conservation and Recovery Act (RCRA) Consent Order began before the effective date of the Individual Permit and continues concurrently with implementation of the Permit, which began in November 2010. The Individual Permit expires in 2015, and the Laboratory is actively engaged in the renewal process, including evaluation of data collected under the Consent Order that was not available when the Individual Permit application was initially submitted.

II. Scope

The Contractor must have in place the necessary and functioning management, technical, and administrative infrastructure to complete all objectives and provide successful coordination with LANL

personnel. The Contractor shall provide qualified personnel to perform the tasks and produce the deliverables for the DOE Environmental Projects Office as specified within this Contract. Personnel shall have knowledge, skill, and experience supporting construction, environmental restoration or waste management work.

The Contractor shall furnish all materials, labor, equipment, management, coordination and quality control necessary for the performance of construction (to include Design-Build as needed), modification, repair, rehabilitation and demolition of facilities and equipment.

The types of work include, but are not limited to:

- road construction
- well pad construction
- retention pond installation
- installation, repair, and maintenance of storm water best management practices (e.g. rock check dams, culverts, berms, straw wattles, retention structures, silt fence, etc.)
- storm water channel stabilization
- soil/rock hauling and stockpiling
- general earthwork and grading
- clearing and grubbing
- utility installation (electrical and mechanical systems)
- pipeline installation

Additionally, the Contractor shall provide technical and regulatory support services to the DOE Environmental Projects Office. The Contractor shall furnish sufficient technical, supervisory, and administrative personnel to ensure the expeditious accomplishment of the work specified in this Contract.

Regulatory support services include, but are not limited to:

- closure strategy development
- Consent Order modification
- regulatory permitting support
- Consent Order corrective action implementation support
- waste management facility support
- safety and health support
- environmental document development
- engineering design and drafting
- database programming and Individual Permit Corrective Action Screening

Services under this contract shall be furnished on an as-needed basis, in response to task orders (TOs) that are issued. Specific deliverable dates and milestones will be provided in each TO. All work shall be accomplished in accordance with the TO project drawings or work description documents and specifications. The Government may also provide a list of performance requirements and request that the Contractor submit a Design-Build technical proposal on some projects.

Each TO will clearly define the work and schedule required. The Contractor shall ensure all employees are trained and that worker skills, qualifications, certifications and experience are commensurate with the

employees' work assignments, consistent with industry standards, and DOE requirements. The Contractor shall keep all licenses and certificates up-to-date throughout the contract period and submit to the Contracting Officer upon request.

III. Contract Project Management

The Contractor shall provide the overall management control of its employees, subcontractors and equipment. The Contractor shall designate a single Program Manager to be the single point of contact for the duration of the contract with the Government. The Program Manager shall meet regularly with the Contracting Officer's Representative (COR) and Contracting Officer (CO) for coordination of TOs and to review the status of the tasks.

In the event that the Contractor is awarded concurrent multiple TOs under this contract, project management shall be performed as follows: the Contractor may elect to employ multiple Program Managers for the day-to-day administration of each task, but one Program Manager who is familiar with all tasks shall be designated as the lead point of contact with the Government as outlined above.

The Contractor shall provide a written monthly progress/status report to the CO and COR by the 5th day of each subsequent month that includes the following:

1. A narrative of major accomplishments from the previous month as well as a progress schedule showing percent completion for all construction tasks, progress during the month and the completion date.
2. A description of the overall progress of work, issues and concerns that may impede performance, and proposed corrective actions, as well as an overview of work forecasted for the future month and the backlog.
3. Documentation of any changed field conditions, requests for equitable adjustments, or change orders.
4. FAR 52.219-14, Limitations on Subcontracting, compliance. In addition to calculating the percentage reflecting compliance with the requirements set forth in FAR 52.219-14, the Contractor shall provide sufficient documentation on how the percentage was computed. The report shall be fully supported, including but not limited to, a narrative explanation and backup supporting documentation, to allow the CO and COR to fully understand the computation and the basis of the computation. Note that compliance with 52.219-14 does not have to occur on a task-by-task basis; rather compliance is based on all task orders issued under the contract.

In addition, monthly meetings will be held by the Government to discuss administrative matters with the Contractor, as well as possible adjustments or improvements to the task order process. The Contractor is strongly encouraged to offer candid feedback in an effort to continuously improve the process and thereby benefit both the Contractor and the Government. The Contractor shall also report on work quality, skill management, and process improvements. These monthly reports are separate from the requirement to participate in regular Project Progress meetings. The Contractor shall supply sufficient administrative and clerical support to accomplish the work described herein in a proficient and timely manner.

IV. Services

A. Overview

Projects sponsored by the DOE Environmental Project Office are usually time-critical and of a highly visible nature. Therefore the Contractor shall be required to respond rapidly to Government requirements with top quality craftsmanship and without compromising safety standards, configuration control, and

operational readiness. It is imperative that the Contractor provides a flexible and multi-disciplined workforce of the highest quality. Projects conducted under this Contract may be performed on Laboratory property, or may be performed on property adjoining the Laboratory, including Los Alamos County and San Ildefonso Pueblo. For work performed on non-Laboratory property, the Contractor must work in accordance with applicable access agreements and work closely with the property owners to ensure that project-related impacts are minimized and acceptable.

B. Contractor's Management and Supervision

The Contractor effort may extend beyond conventional, single job construction effort, into implementing simultaneous TOs. The Contractor shall plan, schedule, coordinate, manage, and execute a consistent and timely flow of work with a wide variety of crafts and skill levels. The Contractor shall be capable of adjusting to a wide variation in both professional/technical support and craft mix without significantly impacting on-going work. The Contractor shall select quality subcontractors necessary to perform elements of work for which there is insufficient or no in-house capability, and shall effectively manage those subcontractors to ensure that the Government is provided with a "seamless" effort on each TO.

The Contractor shall plan, coordinate and review all activities to safely accomplish all construction and testing according to the requirements, specifications, drawings, and DOE directives, procedures, processes and standards, as well as the TO scope of work. The Contractor shall also coordinate work with Laboratory Facility Operations personnel to minimize impact to facility operating procedures. The Contractor shall process all submittals including requests for information (RFI) and requests for change (RFC) in accordance with the specification. The widely varied nature of construction work requires a strong and effective joint effort with the Government and other contractors. Work authorization, scheduling, and site access are just some of the examples of the need for close coordination. Only formally designated Government representatives (as designated by the CO) will direct or otherwise control the construction effort under this contract.

The Government may undertake or award other contracts for additional work or related work at or near the site of work performed under this contract. The Contractor shall fully cooperate with other contractors and Government employees and shall carefully adapt scheduling and performing of work under this contract to accommodate the work by others, heeding any technical direction that may be provided by the COR.

C. Construction Quality Control Plan

The Contractor shall establish, document and maintain a quality control program. The Contractor shall provide Quality Control services as an integral part of construction activities. Construction specifications will contain detailed requirements that shall be implemented through the Contractor's Quality Control Plan.

The Quality Control Plan shall consist of plans, procedures, and organization necessary to address project specific quality issues and to ensure adherence to plans and specifications, standard workmanship practices, and LANL and industry standards. The Quality Control Plan shall include maintaining shop drawing files and ensuring that materials used and their installation are as approved by the Government.

The capability to conduct tests to ensure that construction materials and workmanship meet specifications is essential. The Contractor shall witness, monitor, and approve tests including, but not limited to, overall test procedures for tests by independent testing agencies, or conduct tests including laboratory and field analysis of soils, concrete, paving materials, aggregates, general construction materials, mechanical and electrical systems.

Quality Control administration duties include the monitoring of construction progress, review of overall schedules and maintaining daily logs, etc. Managing the as-built drawing process is vital to ensure that accurate documentation of the construction is received and provided to the COR.

The Government will provide construction quality assurance inspections independent of the Contractor's construction quality control program. The Government's inspection does not relieve the Contractor of any responsibilities or duties under this contract.

D. Environment, Safety and Health Program

Work shall be performed to ensure compliance with environmental codes, regulations, and specifications, including the contractor project specific safety and health plan, Occupational Safety and Health Administration (OSHA) regulations and LANL specified safety and environmental procedures.

E. Spatial Data

For construction TOs that require surveying, the Contractor shall furnish survey data showing the horizontal/vertical location of all site improvements constructed under the TO that includes, but is not limited to, topography, buildings, pavements, utilities, and all similar construction. Surveying shall be performed in accordance with LANL Engineering Standards Manual, General Civil Requirements.

F. Design-Build Tasks

For TOs that require Design to be performed by the Contractor, the Contractor shall:

1. Manage all design submittals and reviews for Design-Build TOs. The types of submittals and reviews required will be specified in the TO SOW, requirements document, or specification. Reviews include, but are not limited to, Conceptual Design Reviews (CoDR), Preliminary Design Reviews (PDR), Specification Reviews, Intermediate Design Reviews (IDR), and Critical Design Reviews (CDR).
2. Designs Approved by Professional Engineers: The Contractor shall use Professional Engineers registered or licensed in New Mexico to prepare or supervise all engineering designs and analyses generated in this contract and may be required to stamp new drawings.
3. Drawing Approvals: The Contractor shall check and approve final drawings and shall include therein all corrections from reviews before submission for signature. The Contractor shall obtain signatures for the final drawings before any fabrication, construction, or modification work begins.

H. Construction Management Responsibilities

The Contractor shall, at a minimum provide the following services associated with construction efforts whether a project is subcontracted, self-performed, or a combination:

1. Management of all construction work under this contract on a daily basis;
2. Quality management of subcontractors with regard to project schedule, submittal timeliness and quality, work quality, change orders, and safety;

3. Initiate security badging for the Contractor's employees and subcontractors to access LANL facilities;
4. Retain the required bonds as stipulated in the contract;
5. Evaluate subcontractor quotes on project proposals and modifications as necessary, to ensure fair pricing;
6. Attend and participate in pre-construction meetings, regular progress meetings and any applicable Quality Control meetings;
7. Provide and monitor construction schedules and provide status reports as requested; Coordinate construction schedule with the Program Manager, subcontractors, and the Quality Assurance staff;
8. Serve as point-of-contact for field resolution of construction problems;
9. Prepare proposals in response to construction Request for Task Plans and modifications;
10. Schedule and participate in Readiness Reviews as required;
11. Prepare and resolve punch lists;
12. Verify with Government that all work is properly performed and all deliverables received;
13. Provide as-built drawings to the Government;
14. Maintain electronic records including: submittal logs, quality control records, schedule, correspondence, shop drawings, RFIs and responses, and modifications;
15. Coordinate inspections with Quality Assurance personnel;
16. Manage the Contractor safety program including compliance with OSHA requirements and specific LANL safety requirements;
17. Adhere to environmental standards, including compliance with Federal, State and Local requirements and LANL environmental requirements;
18. Verify the operation of the installed equipment and related system components or sub-systems and prepare the necessary materials required; and
19. Integrate, test, and activate systems and components. Plan, conduct, and document integrated system tests. Complete all documentation requirements, including completion of as-built drawings, operations and maintenance manuals and test reports.

I. Regulatory Support Responsibilities

The Contractor shall provide the following regulatory support services:

1. Closure Strategy Development: Provide technical guidance on implementation of applicable environmental regulations, DOE Orders, and engineering standards to support environmental closure strategy development.
2. Consent Order Modification: Develop, review and finalize documents prepared for modification of the Consent Order; prepare white papers that identify the issue(s) to be addressed, provide the regulatory basis for requirements, and present recommended actions; provide information to regulatory authorities and LANL organizations; prepare issue packages for high, moderate, and low priority issues for the Consent Order team.
3. Regulatory Permitting Support: Provide subject matter experts to support regulatory permitting requirements for waste management facility operations and remedial actions at LANL. This effort includes, but is not limited to, preparation and review of environmental permits pertaining to groundwater, surface water, storm water, air, and hazardous waste.
4. Consent Order Corrective Action Implementation Support: Provide technical and regulatory support for implementation of interim measures, accelerated corrective measures, and corrective measures implemented under the Consent Order. This effort includes planning, design, drafting, and permitting activities needed for implementation of corrective actions.
5. Waste Management Facility Support: Provide environmental compliance professionals to perform inspections, monitor work, document findings, and serve as an interface between facility operations, regulatory, and programmatic personnel.
6. Safety and Health Support: Provide qualified health and safety professionals to support development of Integrated Work Documents, Site Specific Health and Safety Plans and subcontractor safety documentation. Provide field safety oversight support for environmental work activities.
7. Environmental Document Development: Provide subject matter experts capable of developing technical and regulatory documents.
8. Database Management: Provide technical subject matter experts to support, maintain functionality, and update the databases used to track environmental deliverables and manage electronic records in support of document control.
9. Individual Permit Corrective Action Screening and Tracking: Prepare screening plans for all sites that have initiated Individual Permit Corrective Action status and document tracking of storm water events, inspections, and monitoring activities using MainConn™ to execute the work.
10. Individual Permit Compliance Implementation Support: Provide technical and regulatory support for implementation of activities needed to ensure compliance under the Individual Permit. This effort includes planning, inspection, reporting, design, drafting, and permitting activities needed for implementation of corrective actions.
11. Storm Water Management Support: Provide planning, drafting, design, and implementation of storm water management control devices, development of management plans, sample collection, and design and installation of sediment control devices.

(End of Statement of Work)

IDIQ Schedule of Rates

LABOR CATEGORIES		Year 1 (12/22/14 to 12/21/15)	Year 2 (12/22/15 to 12/21/16)	Year 3 (12/22/16 to 12/21/17)	Year 4 (12/22/17 to 12/21/18)	Year 5 (12/22/18 to 12/21/19)
CONTRACT PROJECT MANAGEMENT						
Senior Program Manager	Exempt (TSAY)					
Contract Administrator	Exempt (TSAY)					
CONSTRUCTION QUALITY CONTROL PLAN						
Quality Assurance/Control Manager	Exempt (TSAY)					
Administrative Assistant - 01020	SCA (TSAY)					
ENVIRONMENTAL SAFETY AND HEALTH						
Environmental Safety & Health Manager	Exempt (TSAY)					
Environmental Safety & Health Manager II	Sub (Adelante)					
SPATIAL DATA						
Civil Engineer	Exempt (TSAY)					
Registered Surveyor (RPLS)	Sub (CobbFendley)					
Project Engineer II	Sub (CobbFendley)					
Technician III	Sub (CobbFendley)					
Technician II / CAD Drafter	Sub (CobbFendley)					
Technician I	Sub (CobbFendley)					
Two (2) Man Survey Crew	Sub (CobbFendley)					
DESIGN BUILD TASKS						
Civil Engineer	Exempt (TSAY)					
Technical Reviewer - Senior	Sub (Stephens & Assoc.)					
Engineer - Senior	Sub (Stephens & Assoc.)					
Engineer - Mid-Level	Sub (Stephens & Assoc.)					
Engineer - Junior	Sub (Stephens & Assoc.)					
Field Technician	Sub (Stephens & Assoc.)					
CADD Technician	Sub (Stephens & Assoc.)					
GIS Specialist	Sub (Stephens & Assoc.)					
CONSTRUCTION MANAGEMENT RESPONSIBILITIES						
Superintendent	Exempt (TSAY)					
General Clerk III	SCA (TSAY)					
Supply Technician	SCA (TSAY)					
Laborer - Grounds Maintenance	SCA (TSAY)					
Tractor Operator	SCA (TSAY)					
Carpenter - Maintenance	SCA (TSAY)					
Truckdriver - Heavy	SCA (TSAY)					
Carpenter	DBA-Bldg (TSAY)					
Electrician	DBA-Bldg (TSAY)					
Power Equip Operator	DBA-Bldg (TSAY)					
Laborer - Common	DBA-Bldg (TSAY)					
Operator - Backhoe	DBA-Bldg (TSAY)					
Operator - Grader	DBA-Bldg (TSAY)					
Operator - Loader	DBA-Bldg (TSAY)					
Truck Driver - Misc	DBA-Bldg (TSAY)					
Electrician	DBA-H (TSAY)					

Carpenter	DBA-H (TSAY)
Laborer - Common	DBA-H (TSAY)
Operator - Backhoe	DBA-H (TSAY)
Operator - Grader	DBA-H (TSAY)
Operator - Loader	DBA-H (TSAY)
Truck Driver - Misc	DBA-H (TSAY)
Carpenter	DBA-Hwy (TSAY)
Cement Mason	DBA-Hwy (TSAY)
Electrician	DBA-Hwy (TSAY)
Laborer - Common	DBA-Hwy (TSAY)
Operator - Backhoe	DBA-Hwy (TSAY)
Operator - Bulldozer	DBA-Hwy (TSAY)
Operator - Grader	DBA-Hwy (TSAY)
Operator - Loader	DBA-Hwy (TSAY)
Operator - Roller	DBA-Hwy (TSAY)
Truck Driver - Misc	DBA-Hwy (TSAY)
REGULATORY SUPPORT	
Program Manager	Sub (Adelante)
Senior Project Manager	Sub (Adelante)
Project Manager II	Sub (Adelante)
Project Manager I	Sub (Adelante)
Principle Scientist/Engineer	Sub (Adelante)
Senior Scientist/Engineer	Sub (Adelante)
Scientist/Engineer III	Sub (Adelante)
Scientist/Engineer II	Sub (Adelante)
Scientist/Engineer I	Sub (Adelante)
Senior Science/Engineering Analyst	Sub (Adelante)
Science/Engineering Analyst II	Sub (Adelante)
Science/Engineering Analyst I	Sub (Adelante)



G&A Rate = 9%
Profit/Fee Rate = 7%

Labor Category Qualifications

Senior Program Manager (TSAY) – over 15 years of experience in working with DOE for both Environmental and Construction related Projects. This position will also have Project Management Professional Certification (PMP).

Contract Administrator (TSAY) – over 15 years of experience in Contract Administration plus past involvement with DOE, NNSA and LANL.

Quality Assurance/Control Manager (TSAY) – TSAY will “cross utilize” this same individual for the “Environmental Safety & Health Manager” position for basic “construction” Task Orders. OSHA Certified with experience with DOE/LANL ES&H requirements. Individual will also have an understanding and basic training in Six Sigma and ISO 9000.

Environmental Safety & Health Manager II (Adelante) – similar qualifications as above for “Quality Assurance/Control Manager” along with extensive experience with Environmental and Storm Water Projects. Requires a Bachelor’s Degree with 16 years of experience, or a Master’s Degree with 14 years of experience, or a PH.D. with 10 years of experience. Must have excellent interpersonal, oral and written communication skills along with the authority to make key decisions.

Civil Engineer (TSAY) – Degree in Civil Engineering and licensed with the State of New Mexico. Experience in surveying and road construction.

Registered Surveyor (Cobb/Fendley) – State Registered Professional Land Surveyor (RPLS) with a minimum of 5 years’ experience. The registered surveyor (highest level surveyor) assigned to a project will perform project management duties on survey assignments, assist with training and developing survey support staff, assist staff with technical knowledge for survey project development, provide assistance with project management efforts, assist with project support for all survey efforts, train and maintain proficiency with all software programs utilized in the survey department and other duties as directed by department manager.

Project Surveyor/Engineer II (Cobb/Fendley) – Registered Surveyor or Engineer with less than 5 years’ experience or Surveyor/Engineer in Training (mid-level surveyor/engineer). The individual will assist with project management services including conducting project internal and client meetings; assist with the management of the project team including delegating tasks and ensuring compliance with project scope and schedule.

Technician III Field (Cobb/Fendley) – Lead field technician for either Utility Locating or Land Surveying activities. Tech III position encompasses all the requirements for Tech I and II as well as: 5 years’ experience using equipment required of either the utility locating or surveying tasks, utility locating or survey technician certification and safe driving record.

Technician II CAD Drafting (Cobb/Fendley) – Drafting technician to support design or topographic survey projects. Entry level technicians must have minimum of 2 years’ experience in CAD drafting; however, drafting technicians on this specific project have the following qualifications: Five (5) years of recent experience with MicroStation or AutoCAD for utility design or surveying projects, Geopak or Civil 3D skills including creating baselines, extracting profiles from DTM, TIN, contours and/or cross sections, and the ability to interpret utility records and engineering plan and profiles, and prepare base drawings from survey notes

Technician I Field (Cobb/Fendley) – These technicians work closely with Registered Professional Land Surveyors and/or Project Managers to collect field data as required of topographic & design survey projects; including utility locating activities. Good verbal and written communications skills and safe driving record required. 1-3 years’ experience required using total station with data collector, levels, GPS receivers, or utility pipe and cable locators.

Two (2) Man Survey Crew (Cobb/Fendley) – made up of a Field Technician III plus a Technician II. A 2-man crew is typically assigned to a project that requires setting up a survey control network, RTK base station, utility locating efforts or level loop activities.

Technical Reviewer-Senior (DBS&A) – Bachelor’s Degree in Engineering, Geology or Hydrogeology with a minimum of 15 years of experience Master’s or Doctorate degree preferred. Responsible for conceiving and executing plans and functions of the organization. Directs professional staff. Performs reviews of complex technical documents.

Engineer-Senior (DBS&A) – Bachelor’s Degree in Engineering with a minimum of 10 years of experience. Duties typically involve reviewing reports, developing strategies, and attending agency meetings. Responsible for data review and analysis, and approving designs, reports, plans, and specifications. Must have licensure in the state where the engineering is occurring If significantly involved in a highly technical project, must have substantial technical expertise directly related to the project. Generally has significant responsibility for staff management.

Engineer-Mid-Level (DBS&A) – Bachelor’s Degree in Engineering with a minimum of 6 years of experience. Two years’ experience may be applied for each advanced degree (i.e. M.S. and Ph.D). Under general direction, prepares environmental plans and specifications for site remediation activity. Professional licensure expected when qualified. Generally has responsibility for management of junior staff.

Engineer-Junior (DBS&A) – Bachelor’s Degree in Engineering, with less than 6 years of professional experience. Two years’ experience may be applied for each advanced degree (i.e. M.S. and Ph.D) Works under supervision of a mid or senior level engineers to perform routine tasks related to environmental studies and remedial designs, including calculation sets.

Field Technicians (DBS&A) – High School Diploma. Works under the direction of mid-level engineers and geologists in performing routine field tasks, including sample collection, as well as the installation, maintenance and repair of on-site equipment. Generally has limited responsibility for staff management.

CAAD Technician (DBS&A) – Bachelor’s Degree with a minimum of 6 years of experience. Requires significant familiarity and training with Computer Aided Drafting. Performs mid to high-level drafting activities including major edits to existing CAD or board drawings.

GIS Specialist (DBS&A) – Bachelor’s Degree with a minimum of 6 years of experience. Requires significant familiarity and training with Geographic Information Solutions software. Performs high-level drafting activities including figure design and presentation. Works closely with engineering staff and database staff to ensure that data being presented is accurate.

Superintendent (TSAY) – Minimum of 10 years Construction Experience with a strong background in Job Site Safety with excellent communication skills and a history of “on time” completion.

SCA & DBA Craft Work Force (TSAY) – various trades as listed in supplied Wage Determinations.

Program Manager (Adelante) – extensive experience in managing multiple projects simultaneously and overseeing multiple Project Managers. Must have a demonstrated ability to organize and motivate interdisciplinary teams to identify and resolve complex technical challenges. This position has demonstrated successes in client/customer relations, team-building skills, business acumen and orientation along with a focus on results.

Senior Project Manager (Adelante) – requires a Bachelor’s Degree with 16 years of experience, or a Master’s Degree with 14 years of experience, or a PH.D. with 10 years of experience. Must have excellent interpersonal, oral and written communication skills along with the authority to make key decisions.

Project Manager II (Adelante) – requires a Bachelor’s Degree with 11 years of experience, or a Master’s Degree with 9 years of experience, or a Ph. D. with 5 years of experience. Ability to manage complex challenges which require the regular use of engineering, scientific and other technical principles.

Project Manager I (Adelante) – requires a Bachelor’s Degree with 6 years experience, or a Master’s Degree with 4 years experience, or a PH. D. in a technical, scientific engineering or relevant discipline. Assignments are normally narrow in focus requiring greater technical depth.

Principle Scientist/Engineer (Adelante) - requires a Bachelor’s Degree with 16 years of experience, or a Master’s Degree with 14 years of experience, or a PH.D. with 10 years of experience. Have knowledge of and can apply highly specialized technical professional level concepts, theories, practices and skill in the analysis, coordination or interpretation of work methods, laws, standards and requirements.

Senior Scientist/Engineer (Adelante) - requires a Bachelor’s Degree with 11 years of experience, or a Master’s Degree with 9 years of experience, or a Ph. D. with 5 years of experience. Recognized authorities in their technical specialty, demonstrating state-of-the-art knowledge and skills. Develop solutions to complex problems which require the regular use of engineering, scientific or other technical principles.

Scientist/Engineer III (Adelante) - requires a Bachelor’s Degree with 6 years experience, or a Master’s Degree with 4 years experience, or a PH. D. in a technical, scientific engineering or relevant discipline. Demonstrated knowledge and skills in their technical specialty, and are expected to provide imaginative, thorough and practicable solutions to a wide range of challenges.

Scientist/Engineer II (Adelante) – requires a Bachelor’s Degree with 3 years experience or a Master’s Degree in a technical, scientific engineering or relevant discipline. Assigned tasks that are narrowly focused.

Scientist/Engineer I (Adelante) – requires a minimum of a Bachelor’s Degree in a technical, scientific or engineering relevant field. Assignments are focused on working within established priorities, procedures, processes, requirements or specifications.

Senior Science/Engineering Analyst (Adelante) – requires a minimum of 12 years of experience in an area of scientific or engineering technology. Are recognized authorities in their technical specialty, demonstrating state-of-the-art knowledge and skills.

Science/Engineering Analyst II (Adelante) - Requires a minimum of 8 years experience in an area of scientific or engineering technology, but no degree is required. Technicians/Analysts are involved in focused assignments that, depending on the complexity and scope, are usually portions of the total design or research project that require substantially more technical depth. May include formal supervisory responsibilities, but certainly includes responsibility for providing technical leadership and review.

Science/Engineering Analyst I (Adelante) - Requires at least 5 to 8 years of experience in an area of scientific or engineering technology, degree not required. Technicians/Analysts at this level are normally expected to critically analyze design requirements, experimental plans, standard processes, etc. and propose appropriate alternatives. May include technical supervision and review.

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05005 - Automobile Body Repairer, Fiberglass	18.06
05010 - Automotive Electrician	18.12
05040 - Automotive Glass Installer	15.82
05070 - Automotive Worker	15.82
05110 - Mobile Equipment Servicer	13.50
05130 - Motor Equipment Metal Mechanic	17.99
05160 - Motor Equipment Metal Worker	15.82
05190 - Motor Vehicle Mechanic	18.12
05220 - Motor Vehicle Mechanic Helper	13.62
05250 - Motor Vehicle Upholstery Worker	15.82
05280 - Motor Vehicle Wrecker	15.82
05310 - Painter, Automotive	17.19
05340 - Radiator Repair Specialist	15.82
05370 - Tire Repairer	11.49
05400 - Transmission Repair Specialist	17.99
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.60
07041 - Cook I	9.75
07042 - Cook II	11.64
07070 - Dishwasher	7.89
07130 - Food Service Worker	9.36
07210 - Meat Cutter	16.07
07260 - Waiter/Waitress	7.80
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	14.65
09040 - Furniture Handler	11.44
09080 - Furniture Refinisher	14.65
09090 - Furniture Refinisher Helper	12.45
09110 - Furniture Repairer, Minor	13.85
09130 - Upholsterer	14.65
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.11
11060 - Elevator Operator	9.11
11090 - Gardener	14.29
11122 - Housekeeping Aide	9.73
11150 - Janitor	9.73
11210 - Laborer, Grounds Maintenance	10.39
11240 - Maid or Houseman	8.48
11260 - Pruner	8.88
11270 - Tractor Operator	13.22
11330 - Trail Maintenance Worker	10.39
11360 - Window Cleaner	11.39
12000 - Health Occupations	
12010 - Ambulance Driver	15.94
12011 - Breath Alcohol Technician	18.04
12012 - Certified Occupational Therapist Assistant	25.32
12015 - Certified Physical Therapist Assistant	21.02
12020 - Dental Assistant	14.93
12025 - Dental Hygienist	36.30
12030 - EKG Technician	26.19
12035 - Electroneurodiagnostic Technologist	26.19
12040 - Emergency Medical Technician	15.94
12071 - Licensed Practical Nurse I	18.73
12072 - Licensed Practical Nurse II	20.92
12073 - Licensed Practical Nurse III	23.32
12100 - Medical Assistant	13.10
12130 - Medical Laboratory Technician	18.44
12160 - Medical Record Clerk	13.62
12190 - Medical Record Technician	15.65

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12195 - Medical Transcriptionist	14.42
12210 - Nuclear Medicine Technologist	36.03
12221 - Nursing Assistant I	10.38
12222 - Nursing Assistant II	11.67
12223 - Nursing Assistant III	12.74
12224 - Nursing Assistant IV	14.29
12235 - Optical Dispenser	14.29
12236 - Optical Technician	14.53
12250 - Pharmacy Technician	14.09
12280 - Phlebotomist	14.29
12305 - Radiologic Technologist	26.71
12311 - Registered Nurse I	25.39
12312 - Registered Nurse II	31.06
12313 - Registered Nurse II, Specialist	31.06
12314 - Registered Nurse III	37.58
12315 - Registered Nurse III, Anesthetist	37.58
12316 - Registered Nurse IV	45.04
12317 - Scheduler (Drug and Alcohol Testing)	20.31
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.35
13012 - Exhibits Specialist II	21.18
13013 - Exhibits Specialist III	25.33
13041 - Illustrator I	16.10
13042 - Illustrator II	19.95
13043 - Illustrator III	23.03
13047 - Librarian	22.91
13050 - Library Aide/Clerk	9.11
13054 - Library Information Technology Systems Administrator	20.67
13058 - Library Technician	13.73
13061 - Media Specialist I	15.31
13062 - Media Specialist II	17.18
13063 - Media Specialist III	19.07
13071 - Photographer I	15.88
13072 - Photographer II	17.63
13073 - Photographer III	21.70
13074 - Photographer IV	24.30
13075 - Photographer V	29.39
13110 - Video Teleconference Technician	18.57
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.98
14042 - Computer Operator II	16.76
14043 - Computer Operator III	19.12
14044 - Computer Operator IV	21.26
14045 - Computer Operator V	24.34
14071 - Computer Programmer I	(see 1) 22.41
14072 - Computer Programmer II	(see 1) 26.14
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	14.98
14160 - Personal Computer Support Technician	21.52
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	27.62
15020 - Aircrew Training Devices Instructor (Rated)	33.39
15030 - Air Crew Training Devices Instructor (Pilot)	40.05
15050 - Computer Based Training Specialist / Instructor	27.62

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15060 - Educational Technologist	25.93
15070 - Flight Instructor (Pilot)	40.05
15080 - Graphic Artist	22.41
15090 - Technical Instructor	18.61
15095 - Technical Instructor/Course Developer	25.06
15110 - Test Proctor	15.01
15120 - Tutor	15.01
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.80
16030 - Counter Attendant	8.80
16040 - Dry Cleaner	10.58
16070 - Finisher, Flatwork, Machine	8.80
16090 - Presser, Hand	8.80
16110 - Presser, Machine, Drycleaning	8.80
16130 - Presser, Machine, Shirts	8.80
16160 - Presser, Machine, Wearing Apparel, Laundry	8.80
16190 - Sewing Machine Operator	11.15
16220 - Tailor	11.73
16250 - Washer, Machine	9.39
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.95
19040 - Tool And Die Maker	24.09
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.21
21030 - Material Coordinator	21.06
21040 - Material Expediter	21.06
21050 - Material Handling Laborer	10.90
21071 - Order Filler	11.53
21080 - Production Line Worker (Food Processing)	14.21
21110 - Shipping Packer	13.14
21130 - Shipping/Receiving Clerk	13.14
21140 - Store Worker I	8.78
21150 - Stock Clerk	13.78
21210 - Tools And Parts Attendant	14.21
21410 - Warehouse Specialist	14.21
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	24.01
23021 - Aircraft Mechanic I	22.48
23022 - Aircraft Mechanic II	24.01
23023 - Aircraft Mechanic III	25.31
23040 - Aircraft Mechanic Helper	16.62
23050 - Aircraft, Painter	20.56
23060 - Aircraft Servicer	18.79
23080 - Aircraft Worker	20.11
23110 - Appliance Mechanic	14.70
23120 - Bicycle Repairer	10.94
23125 - Cable Splicer	21.67
23130 - Carpenter, Maintenance	16.70
23140 - Carpet Layer	17.16
23160 - Electrician, Maintenance	21.52
23181 - Electronics Technician Maintenance I	25.16
23182 - Electronics Technician Maintenance II	27.32
23183 - Electronics Technician Maintenance III	29.47
23260 - Fabric Worker	15.70
23290 - Fire Alarm System Mechanic	18.76
23310 - Fire Extinguisher Repairer	14.23
23311 - Fuel Distribution System Mechanic	21.10
23312 - Fuel Distribution System Operator	16.38
23370 - General Maintenance Worker	15.10

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23380 - Ground Support Equipment Mechanic	22.48
23381 - Ground Support Equipment Servicer	18.79
23382 - Ground Support Equipment Worker	20.11
23391 - Gunsmith I	14.23
23392 - Gunsmith II	17.16
23393 - Gunsmith III	20.11
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.25
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	21.26
23430 - Heavy Equipment Mechanic	19.48
23440 - Heavy Equipment Operator	17.25
23460 - Instrument Mechanic	27.47
23465 - Laboratory/Shelter Mechanic	18.64
23470 - Laborer	10.90
23510 - Locksmith	18.64
23530 - Machinery Maintenance Mechanic	22.60
23550 - Machinist, Maintenance	21.25
23580 - Maintenance Trades Helper	12.56
23591 - Metrology Technician I	27.47
23592 - Metrology Technician II	29.34
23593 - Metrology Technician III	30.82
23640 - Millwright	20.11
23710 - Office Appliance Repairer	19.21
23760 - Painter, Maintenance	15.94
23790 - Pipefitter, Maintenance	22.03
23810 - Plumber, Maintenance	20.60
23820 - Pneudraulic Systems Mechanic	20.11
23850 - Rigger	20.11
23870 - Scale Mechanic	17.16
23890 - Sheet-Metal Worker, Maintenance	19.22
23910 - Small Engine Mechanic	15.07
23931 - Telecommunications Mechanic I	24.06
23932 - Telecommunications Mechanic II	25.71
23950 - Telephone Lineman	21.26
23960 - Welder, Combination, Maintenance	18.39
23965 - Well Driller	19.77
23970 - Woodcraft Worker	20.11
23980 - Woodworker	16.61
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.31
24580 - Child Care Center Clerk	14.77
24610 - Chore Aide	9.40
24620 - Family Readiness And Support Services Coordinator	13.49
24630 - Homemaker	17.49
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	19.77
25040 - Sewage Plant Operator	18.32
25070 - Stationary Engineer	19.77
25190 - Ventilation Equipment Tender	12.56
25210 - Water Treatment Plant Operator	17.38
27000 - Protective Service Occupations	
27004 - Alarm Monitor	13.86
27007 - Baggage Inspector	11.23
27008 - Corrections Officer	15.36
27010 - Court Security Officer	16.86
27030 - Detection Dog Handler	13.16
27040 - Detention Officer	15.36

DE-EM0003298 – Attachment C.1

27070 - Firefighter	16.86
27101 - Guard I	11.23
27102 - Guard II	12.56
27131 - Police Officer I	18.47
27132 - Police Officer II	20.52
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.55
28042 - Carnival Equipment Repairer	14.77
28043 - Carnival Equipment Worker	9.34
28210 - Gate Attendant/Gate Tender	13.59
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	15.21
28510 - Recreation Aide/Health Facility Attendant	11.10
28515 - Recreation Specialist	18.06
28630 - Sports Official	12.11
28690 - Swimming Pool Operator	18.36
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.42
29020 - Hatch Tender	20.42
29030 - Line Handler	20.42
29041 - Stevedore I	19.04
29042 - Stevedore II	22.17
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	17.39
30022 - Archeological Technician II	19.50
30023 - Archeological Technician III	23.87
30030 - Cartographic Technician	24.17
30040 - Civil Engineering Technician	24.00
30061 - Drafter/CAD Operator I	17.39
30062 - Drafter/CAD Operator II	19.50
30063 - Drafter/CAD Operator III	21.75
30064 - Drafter/CAD Operator IV	25.91
30081 - Engineering Technician I	15.18
30082 - Engineering Technician II	17.03
30083 - Engineering Technician III	19.05
30084 - Engineering Technician IV	23.61
30085 - Engineering Technician V	28.88
30086 - Engineering Technician VI	34.94
30090 - Environmental Technician	20.36
30210 - Laboratory Technician	22.61
30240 - Mathematical Technician	24.17
30361 - Paralegal/Legal Assistant I	15.40
30362 - Paralegal/Legal Assistant II	19.08
30363 - Paralegal/Legal Assistant III	23.34
30364 - Paralegal/Legal Assistant IV	28.24
30390 - Photo-Optics Technician	24.17
30461 - Technical Writer I	21.22
30462 - Technical Writer II	25.96
30463 - Technical Writer III	31.40
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs	21.75 (see 2)

DE-EM0003298 – Attachment C.1

30621 - Weather Observer, Senior	(see 2)	24.17
31000 - Transportation/Mobile Equipment Operation Occupations		
31020 - Bus Aide		10.73
31030 - Bus Driver		17.17
31043 - Driver Courier		13.34
31260 - Parking and Lot Attendant		9.72
31290 - Shuttle Bus Driver		13.56
31310 - Taxi Driver		10.53
31361 - Truckdriver, Light		13.56
31362 - Truckdriver, Medium		16.66
31363 - Truckdriver, Heavy		18.93
31364 - Truckdriver, Tractor-Trailer		18.93
99000 - Miscellaneous Occupations		
99030 - Cashier		9.11
99050 - Desk Clerk		9.14
99095 - Embalmer		23.74
99251 - Laboratory Animal Caretaker I		11.13
99252 - Laboratory Animal Caretaker II		12.42
99310 - Mortician		23.75
99410 - Pest Controller		17.07
99510 - Photofinishing Worker		12.14
99710 - Recycling Laborer		12.03
99711 - Recycling Specialist		15.57
99730 - Refuse Collector		10.99
99810 - Sales Clerk		11.98
99820 - School Crossing Guard		10.28
99830 - Survey Party Chief		19.48
99831 - Surveying Aide		17.72
99832 - Surveying Technician		17.87
99840 - Vending Machine Attendant		11.72
99841 - Vending Machine Repairer		14.59
99842 - Vending Machine Repairer Helper		10.51

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.02 per hour or \$160.80 per week or \$696.79 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less

than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A link to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b) (2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

DE-EM0003298 – Attachment C.2

General Decision Number: NM140011 08/22/2014 NM11

Superseded General Decision Number: NM20130011

State: New Mexico

Construction Type: Heavy

Counties: Cibola, Colfax, Guadalupe, Harding, Los Alamos, McKinley, Mora, Quay, Rio Arriba, San Miguel and Union Counties in New Mexico.

HEAVY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/03/2014
1	06/27/2014
2	08/22/2014

ELEC0611-011 04/28/2014

CIBOLA, COLFAX, GUADALUPE, HARDING, MCKINLEY, MORA, QUAY, RIO ARRIBA, SAN MIGUEL, AND UNION COUNTIES

	Rates	Fringes
ELECTRICIAN		
Zone 1.....	\$ 29.90	9.70

ZONE 1: Mileage calculated from the main post office in the following towns: Albuquerque-40 miles, Belen-12 miles, Carrizozo-12 miles, Clovis-12 miles, Espanola-14 miles, Farmington-6 miles, Gallup-10 miles, Las Vegas-8 miles, Los Lunas-12 miles, Portales-12 miles, Ratan-6 miles, Roswell-12 miles, Ruidoso-12 miles, Santa Fe-10 miles, Tucumcari-6 miles.

ZONE 2: Extending up to 20 miles beyond Zone 1, EXCEPT ALBURQUERQUE, shall receive 9% above Zone 1 rate.

ZONE 3: Extending up to 30 miles beyond Zone 1, EXCEPT ALBURQUERQUE, shall receive 15% above Zone 1 rate.

ZONE 4: Extending more than 30 miles beyond Zone 1, EXCEPT ALBURQUERQUE, shall receive 26% above Zone 1 rate.

* ELEC0611-013 04/28/2014

Los Alamos County

	Rates	Fringes
ELECTRICIAN.....	\$ 34.39	10.22

IRON0495-003 06/01/2014

DE-EM0003298 – Attachment C.2

	Rates	Fringes
IRONWORKER		
Structural and Reinforcing..	\$ 26.12	12.73

SUNM2009-005 09/14/2010

	Rates	Fringes
CARPENTER.....	\$ 22.26	6.20
LABORER: Common or General.....	\$ 13.26	0.35
LABORER: Flagger.....	\$ 10.90	0.00
OPERATOR: Backhoe.....	\$ 17.00	0.00
OPERATOR: Grader/Blade.....	\$ 18.79	2.35
OPERATOR: Loader (Front End)....	\$ 17.43	0.26
OPERATOR: Scraper.....	\$ 14.03	0.00
PLUMBER.....	\$ 26.27	7.69
TRUCK DRIVER: Dump Truck.....	\$ 11.90	0.00
TRUCK DRIVER: Water Truck.....	\$ 13.72	5.25

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

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

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

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows 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, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

DE-EM0003298 – Attachment C.2

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

DE-EM0003298 – Attachment C.2

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

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

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

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END OF GENERAL DECISION

DE-EM0003298 – Attachment C.3

General Decision Number: NM140029 08/22/2014 NM29

Superseded General Decision Number: NM20130029

State: New Mexico

Construction Type: Building

County: Los Alamos County in New Mexico.

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

Modification Number	Publication Date
0	01/03/2014
1	06/27/2014
2	08/22/2014

CARP1353-007 06/01/2012

	Rates	Fringes
CARPENTER		
Excluding Acoustical Ceiling Installation, Batt Insulation, Drywall Hanging, and Formwork.....	\$ 22.94	7.92

* ELEC0611-017 04/28/2014

	Rates	Fringes
ELECTRICIAN.....	\$ 34.39	10.22

ENGI0953-010 06/01/2013

	Rates	Fringes
Power Equipment Operator		
(2) Roller(Dirt and Grade Compaction).....	\$ 21.18	6.00
(4) Bobcat/Skid Loader.....	\$ 21.97	6.00

IRON0495-008 06/01/2014

	Rates	Fringes
IRONWORKER, ORNAMENTAL, REINFORCING AND STRUCTURAL.....	\$ 26.12	12.73

LABO0016-005 06/01/2009

	Rates	Fringes
Laborer, Mason Tender Brick		
(3).....	\$ 17.06	4.86

PLUM0412-007 04/01/2013

DE-EM0003298 – Attachment C.3

	Rates	Fringes
PIPEFITTER (Including HVAC Pipe Installation).....	\$ 31.14	12.43
PLUMBER (Excluding HVAC Pipe Installation).....	\$ 31.14	12.43

SHEE0049-012 04/01/2011

	Rates	Fringes
Sheet Metal Worker (HVAC Duct and System Installation Only)....	\$ 30.17	14.89

SUNM2010-010 11/09/2010

	Rates	Fringes
ACOUSTICAL CEILING MECHANIC.....	\$ 12.00	0.00
BOILERMAKER.....	\$ 21.77	3.98
BRICKLAYER.....	\$ 20.80	5.10
CARPENTER (Batt Insulation Only).....	\$ 26.07	5.96
CARPENTER (Drywall Hanging Only).....	\$ 19.13	0.00
CARPENTER (Form Work Only).....	\$ 18.80	5.61
CEMENT MASON/CONCRETE FINISHER...	\$ 16.27	3.94
DRYWALL FINISHER/TAPER.....	\$ 13.00	0.00
FLOOR LAYER: Carpet.....	\$ 18.05	4.49
GLAZIER.....	\$ 20.15	3.63
LABORER: Asphalt Raker.....	\$ 10.25	0.00
LABORER: Common or General.....	\$ 12.99	3.56
LABORER: Landscape & Irrigation.....	\$ 12.42	1.47
LABORER: Mason Tender - Cement/Concrete.....	\$ 11.51	0.85
LABORER: Pipelayer.....	\$ 13.78	2.20
OPERATOR: Backhoe.....	\$ 18.79	3.47
OPERATOR: Crane.....	\$ 24.38	4.60
OPERATOR: Forklift.....	\$ 20.86	4.60

DE-EM0003298 – Attachment C.3

OPERATOR: Grader/Blade.....	\$ 20.33	4.94
OPERATOR: Loader (Front End)....	\$ 19.76	4.84
PAINTER: Brush, Roller and Spray, Excludes Drywall Finishing/Taping.....	\$ 16.10	1.79
PLASTERER.....	\$ 17.65	5.29
ROOFER.....	\$ 18.84	0.00
SHEET METAL WORKER, Excludes HVAC Duct and Unit Installation.....	\$ 22.01	9.65
SPRINKLER FITTER (Fire Sprinklers).....	\$ 20.00	4.16
TILE FINISHER.....	\$ 14.02	0.00
TILE SETTER.....	\$ 14.30	1.02
TRUCK DRIVER: Dump Truck.....	\$ 11.00	0.00
TRUCK DRIVER: Pickup Truck.....	\$ 15.91	3.13
TRUCK DRIVER: Water Truck.....	\$ 15.16	4.69

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

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

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the wage determination. The classifications are listed in alphabetical order of
"identifiers" that indicate whether the particular rate is union or non-union.

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that the union classification and rate have found to be prevailing for that
classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM,
indicate the international union and the four-digit number, 0198, that follows 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, 07/01/2011, following these characters is the effective
date of the most current negotiated rate/collective bargaining agreement which would be
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DE-EM0003298 – Attachment C.3

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WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

DE-EM0003298 – Attachment C.3

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

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

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

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END OF GENERAL DECISION

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General Decision Number: NM140051 01/03/2014 NM51

Superseded General Decision Number: NM20130051

State: New Mexico

Construction Type: Highway

Counties: Cibola, Colfax, Guadalupe, Harding, Los Alamos, McKinley, Mora, Quay, Rio Arriba, San Miguel, Taos and Union Counties in New Mexico.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Modification Number Publication Date
 0 01/03/2014

* SUNM2011-005 08/26/2011

	Rates	Fringes
CARPENTER (Includes Form Work)		
Cibola, Ria Arriba.....	\$ 14.27	0.44
Guadalupe, Los Alamos, Colfax, Harding, Guay, Taos, Union.....	\$ 13.84	0.44
McKinley.....	\$ 13.51	0.44
Mora.....	\$ 14.44	0.44
San Miguel.....	\$ 13.93	0.44
CEMENT MASON/CONCRETE FINISHER		
Cibola.....	\$ 15.58	0.26
Colfax, Guadalupe, Harding, Los Alamos, McKinley, mora, Quay, Union.	\$ 15.07	0.26
Rio Arriba, San Miguel.....	\$ 15.58	1.54
Taos.....	\$ 14.98	0.26
ELECTRICIAN (Including Traffic Signal Installation).....	\$ 24.66	8.56
HIGHWAY/PARKING LOT STRIPING: Includes Highway Line/Parking Lot Line Striping and Line Striping Truck Driver		
Cibola.....	\$ 13.66	0.35
Colfax, Guadalupe, Harding, Los Alamos, Mora, Rio Arriba, Taos, Union.....	\$ 15.16	0.35
McKinley.....	\$ 14.55	0.35
Quay.....	\$ 16.37	0.26
San Miguel.....	\$ 15.31	0.35

INSTALLER: (Guardrails,
Handrails and Signs)

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Cibola.....	\$ 12.35	0.35
Colfax.....	\$ 11.68	0.35
Guadalupe, Harding, Los Alamos, McKinley, Mora, Rio Arriba, San Miguel, Taos, Union.....	\$ 12.37	0.35
Quay.....	\$ 12.00	0.35
 IRONWORKER, REINFORCING/REBAR		
Cibola.....	\$ 23.05	1.54
Colfax, Guadalupe, Harding, Los Alamos, Mora, Quay, San Miguel, Taos, Union.....	\$ 21.57	4.80
McKinley.....	\$ 22.44	5.85
Rio Arriba.....	\$ 21.98	6.03
 IRONWORKER, STRUCTURAL.....		
	\$ 21.77	6.03
 LABORER		
Asphalt Raker.....	\$ 14.39	0.35
Common or General		
Cibola.....	\$ 12.27	0.35
Colfax.....	\$ 9.60	0.35
Guadalupe, Los Alamos.....	\$ 11.83	0.35
Harding.....	\$ 11.57	0.35
McKinley.....	\$ 11.22	0.35
Mora.....	\$ 11.34	0.35
Quay.....	\$ 12.15	0.35
Rio Arriba.....	\$ 12.28	0.35
San Miguel.....	\$ 12.56	0.35
Taos.....	\$ 12.61	0.35
Union.....	\$ 10.89	0.35
Flagger/Cone Setter		
Cibola.....	\$ 13.14	0.35
Colfax, Guadalupe, Harding, Los Alamos, Mora, Rio Arriba, San Miguel, Taos, Union.....	\$ 12.15	0.99
McKinley.....	\$ 11.66	0.35
Quay.....	\$ 12.21	0.26
Grade Checker.....	\$ 14.67	1.60
MasonTender-		
Brick/Cement/Concrete		
Cibola, Colfax, Guadalupe, Harding, Los Alamos, McKinley, Mora, Quay, San Miguel, Taos, Union.....	\$ 13.04	1.78
Rio Arriba.....	\$ 13.33	1.97
Pipelayer.....	\$ 16.99	0.35
 PAINTER (Brush, Roller and Spray)		
Cibola, Colfax, Guadalupe, Harding, Los Alamos, McKinley, Mora, Quay, Rio Arriba, San Miguel, Taos, Union.....	\$ 15.06	0.44

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McKinley.....	\$ 14.15	0.44
POWER EQUIPMENT OPERATOR:		
Asphalt/Concrete Paver, Laydown Machine, and Plant..	\$ 16.43	1.51
Backhoe/Excavator/Trackhoe Cibola, Colfax, Guadalupe, Los Alamos, Mora, Rio Arriba, San Miguel, Taos, Union.....	\$ 16.80	0.26
Harding.....	\$ 20.74	0.26
McKinley.....	\$ 16.70	0.26
Quay.....	\$ 16.27	0.26
Bobcat/Skid Loader.....	\$ 18.06	0.26
Broom Operator.....	\$ 15.72	0.26
Bulldozer Cibola, Colfax, Guadalupe, Harding, Los Alamos, McKinley, Mora, Rio Arriba, San Miguel, Taos, Union.....	\$ 14.97	0.26
Quay.....	\$ 14.89	0.26
Crusher.....	\$ 16.53	0.26
Distributor.....	\$ 14.50	0.26
Forklift.....	\$ 17.16	0.26
Grader/Blade Cibola, Colfax, Guadalupe, Harding, Los Alamos, McKinley, Mora, Rio Arriba, San Miguel, Taos, Union.....	\$ 17.48	0.26
Quay.....	\$ 19.50	0.26
Loader (Front End) Cibola, Guadalupe, Los Alamos, Rio Arriba, San Miguel, Taos, Union.....	\$ 16.27	0.26
Colfax.....	\$ 15.72	0.26
Harding.....	\$ 19.37	0.26
McKinley.....	\$ 16.13	0.26
Mora.....	\$ 16.21	0.26
Quay.....	\$ 16.10	0.26
Mechanic.....	\$ 17.48	0.26
Milling Machine.....	\$ 16.89	0.26
Oiler.....	\$ 14.29	0.26
Piledriver Cibola, Colfax, Guadalupe, Harding, Los Alamos, Mora, Rio Arriba, San Miguel, Taos, Union....	\$ 15.87	0.26
McKinley.....	\$ 14.95	0.26
Quay.....	\$ 15.99	0.26
Roller (Asphalt and Dirt) Cibola, Colfax, Guadalupe, Harding, Los Alamos, McKinley, Mora, Rio Arriba, San Miguel, Taos, Union.....	\$ 14.39	0.98
McKinley.....	\$ 16.49	0.26
Quay.....	\$ 14.74	0.26

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Rotomill.....	\$ 15.80	0.26
Scraper.....	\$ 15.91	0.26
Screed.....	\$ 15.96	0.26
Tractor.....	\$ 16.84	0.26
Trencher.....	\$ 16.26	0.26

TRUCK DRIVER

Distributor.....	\$ 13.56	0.26
Dump Truck		
Cibola, Guadalupe,		
Harding, Los Alamos,		
Mora, Rio Arriba, Taos,		
Union.....	\$ 14.75	0.26
Colfax, San Miguel.....	\$ 13.24	0.26
McKinley.....	\$ 13.15	0.26
Quay.....	\$ 15.20	0.26
Flatbed Truck		
Cibola.....	\$ 12.71	0.26
Colfax, Guadalupe,		
Harding, Los Alamos,		
Mora, Taos, Union.....	\$ 13.27	0.26
McKinley.....	\$ 13.55	0.26
Quay, San Miguel.....	\$ 13.30	0.26
Rio Arriba.....	\$ 12.95	0.26
Pickup and Pilot Car.....	\$ 12.74	0.26
Semi-Trailer Truck.....	\$ 16.58	0.26
Tractor Haul Truck.....	\$ 14.00	
Water Truck.....	\$ 13.13	0.26

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

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

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

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows 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, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION