

REQUEST FOR QUOTATION <i>(THIS IS NOT AN ORDER)</i>			THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET- ASIDE			PAGE OF PAGES 1 81
1. REQUEST NO. AG-04T0-S-15-0012	2. DATE ISSUED March 12, 2015	3. REQUISITION/PURCHASE REQUEST NO. 736626	4. CERT. FOR NAT.DEF. UNDER BDSA REG. 2 <input type="checkbox"/> AND/OR DMS REG. 1	RATING		
5a. ISSUED BY Siuslaw National Forest ATTN: Contracting 3200 SW Jefferson Way Corvallis, OR 97331			6. DELIVER BY (Date) As specified within			
5b. FOR INFORMATION CALL (NO COLLECT CALLS)			7. DELIVERY <input type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)		9. DESTINATION	
NAME		TELEPHONE NUMBER		a. NAME OF CONSIGNEE		
		AREA CODE	NUMBER			
Contracting: Beth Snyder		541	750-7113	8. TO:		
Technical		360	891-5217			
a. NAME Siuslaw National Forest		b. COMPANY		b. STREET ADDRESS		
c. STREET ADDRESS 3200 SW Jefferson Way				c. CITY		
d. CITY Corvallis		e. STATE OR	f. ZIP CODE 97331	d. STATE	e. ZIP CODE	
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS March 27, 2015 @ 1600 local time		IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in BLOCK 5A. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.				
11. SCHEDULE (Include applicable Federal, State and local taxes)						
ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	
	Acid Waste Drain System Repair PNW Research Station Corvallis Forestry Sciences Laboratory The Government's estimate is less than \$25,000 Return the small packet intact to the address in block 5a or by fax to 541-750-7236	See Attached Requirements				
12. DISCOUNT FOR PROMPT PAYMENT <input type="checkbox"/>		a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS	c. 30 CALENDAR DAYS		d. CALENDAR DAYS NUMBER PERCENTAGE
NOTE: Additional provisions and representations <input checked="" type="checkbox"/> are <input type="checkbox"/> are not attached.						
13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
a. NAME OF QUOTER			16. SIGNER		b. TELEPHONE	
b. STREET ADDRESS						
c. COUNTY			a. NAME (Type or print)		AREA CODE	
d. CITY		e. STATE	f. ZIP CODE	c. TITLE (Type or Print)		NUMBER

SCHEDULE OF ITEMS

PNW Research Station
Corvallis Forestry Sciences Laboratory
Acid Waste Drain System Repair
Benton County, Oregon

The bidder must bid on all items.

Note: If bidder does not intend to charge for a bid item, a price of “0” or “NO COST” should be shown. If the price is left blank or shown as “No Bid,” the entire bid may be considered Non-Responsive.

<u>PAY ITEM #</u>	<u>DESCRIPTION</u>	<u>MM</u>	<u>UNIT</u>	<u>EST QUANTITY</u>	<u>UNIT PRICE (\$)</u>	<u>TOTAL (\$)</u>
001900-1	Mobilization	LSQ	L.S.	1		
017320-1	Selective Demolition	LSQ	L.S.	1		
221319-1	Waste Water Disposal & Acid Waste Drainage System	LSQ	L.S.	1		

GRAND TOTAL FOR ALL ITEMS: _____

DUNS Number _____

Email Address _____

The estimated start work date is 04/01/15. All work shall be completed by July 3, 2015

BASIS OF AWARD: One contract will be awarded to the responsive and responsible bidder offering the lowest total acceptable bid. Where extended unit prices do not agree with totals for subtotals shown by Bidder, the unit prices shall govern except as provided under Federal Acquisition Regulations 14.406, Mistakes in Bids.

Quoters must respond to the other factors as described under Section M. Award will be made on the best value for the Government. Quotations shall be submitted for the total item. Quotations for less than the total item will not be considered.

An organized site visit has been scheduled for March 19th at 10:00 am

Participants should meet in the reception area of the Forestry Sciences Laboratory, 3200 SW Jefferson Way, Corvallis

For additional information, please contact Robert Avila at 360-891-5217.

NOTE

No award will be made to a Contractor not registered in the System for Award Management (SAM). The website for SAM is www.sam.gov. SAM has replaced CCR and ORCA.

C-1 STATEMENT OF WORK/SPECIFICATIONS - AGAR 452.211-72 (FEB 1988)

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications referenced in Section J.

Work includes: Remove existing sanitary waste piping from rooms 375, 379 and 382, plus from hallway mounted eye wash/emergency shower located near room 379. Replace sanitary waste piping with acid resistant sanitary waste piping from sink/cup sink strainers to existing cast iron collection raiser. Most of the sanitary waste pipe can be accessed from floor below work areas. Access to cup sink sanitary waste lines is through bottom area of existing fume hoods. Dry wall may need to be cut and repaired to access pipes in wall cavities. Repairs to dry wall is considered incidental to installation of new acid resistant sanitary waste piping.

C-2 PROJECT LOCATION

Corvallis Forestry Sciences Laboratory
3200 SW Jefferson Way
Corvallis, OR 97331

C-3 SPECIFICATIONS

AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS FPMR PART 101-29 (FAR 52.211-1) (AUG 1998)

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

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

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

(End of provision)

AVAILABILITY OF SPECIFICATIONS NOT LISTED IN THE GSA INDEX OF
FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM
DESCRIPTIONS (FAR 52.211-3) (JUN 1988)

The specifications cited in this solicitation may be obtained from:

Specification	Address
ASTM Standards	American Society for Testing and Materials 1916 Race Street Philadelphia, PA 19103 (215) 199-5462
AASHTO Standards	American Association of State Highway and Transportation Officials 341 National Press Building Washington, D.C. 20024

The request should identify the solicitation number and the specification requested by date, title, and number, as cited in the solicitation.

(End of clause)

C-4 SUBMITTALS

Submittals shall include the following unless otherwise required in the specification:

1. Date and revision dates.
2. Project name and contract number.
3. Names of Contractor, subcontractor, supplier, and manufacturer.
4. Specifications section number.
5. Field dimensions and relation to adjacent structures.
6. Applicable standards such as ASTM or Federal Specifications.
7. Contractor's stamp, initial or signature, certifying the review of submittal, verification of field measurements and compliance with contract documents. Provide all submittals within 14 calendar days of contract award unless otherwise required by the specification.

(End of clause)

C-5 PRODUCT SAMPLES AND/OR SUBMITTALS

The following product samples and/or submittals are required for this project:

Title	Referenced by	Time of Government Approval
-------	---------------	-----------------------------

	Specification No	After Submittal
None		

(End of clause)

C-6 SHOP DRAWINGS

The following shop drawings shall be submitted on this project:

Title	Referenced by Specification No	Time of Government Approval After Submittal
None		

(End of clause)

C-7 MATERIAL CERTIFICATIONS AND TESTING REPORTS

The following material certifications and/or testing reports shall be submitted on this project:

Title	Referenced by Specification No	Time of Government Approval After Submittal
None		

(End of clause)

**C-8 ATTACHMENTS TO STATEMENT OF WORK/SPECIFICATIONS - AGAR 452.211-73
(FEB 1988)**

The attachments to the Statement of Work/Specifications listed in Section J are hereby made part of this solicitation and any resultant contract

SECTION D--PACKAGING AND MARKING

{For this Solicitation, there are NO clauses in this Section}

SECTION E--INSPECTION AND ACCEPTANCE

E-1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.246-1 Contractor Inspection Requirements (APR 1984)

E-2 INSPECTION AND ACCEPTANCE (AGAR 452.246-70) (FEB 1988)

(a) The Contracting Officer or the Contracting Officer's duly authorized representative will inspect and accept the supplies and/or services to be provided under this contract.

(b) Inspection and acceptance will be performed at project location .

(End of clause)

E-3 INSPECTION AND TESTING PERFORMED BY GOVERNMENT

The Government will perform sampling, testing and inspection of work in progress where these responsibilities are not expressly assigned to the Contractor by the Forest Service specifications or by the Special Project Specifications.

(End of clause)

E-4 CONFORMITY WITH DRAWINGS AND SPECIFICATIONS

Unless working tolerances are specified, all work performed and materials furnished shall be in reasonably close conformity with lines, grades, cross sections, dimensions, and material requirements shown on the Drawings, indicated in the specifications, or designated on the ground. "Reasonably close conformity" is in compliance with reasonable and customary manufacturing and construction tolerances.

(End of clause)

SECTION F--DELIVERIES OR PERFORMANCE

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

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.242-14 Suspension of Work (APR 1984)

F-2 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (FAR 52.211-10) (APR 1984)

The Contractor shall be required to (a) commence work under this contract within **30** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **times listed below**. The time stated for completion shall include final cleanup of the premises.

(End of clause)

F-3 PERIOD OF CONTRACT

<u>Item</u>	<u>Estimated Beginning Date</u>	<u>Contract Time (Calendar Days)</u>
ALL	April 1, 2015	90 Days

(End of clause)

F-4 SUSPENSIONS OF WORK FOR OTHER THAN GOVERNMENT'S CONVENIENCE

The Contracting Officer may issue orders to suspend the work wholly or in part for such period of time as deemed necessary because of: (1) weather or ground conditions when further prosecution of the work might cause environmental or resource damage to the project, access roads to the project, or adjacent property. Such action would include but not be limited to instances such as siltation of streams, damage to access roads, rutting of project roads which causes otherwise suitable soils to be muddy or unsuitable; or (2) failure of the Contractor to comply with specifications such as but not limited to placement of frozen material in fills, placing of asphalts at temperatures lower than those specified, performing work prior to prerequisite approvals, operating equipment not meeting fire requirements, or when conditions exist which do not meet safety requirements. Whether or not a suspend work notice is issued, the

Contractor shall be responsible for correcting any damage caused by its operation, whether inside or outside project limits, at no cost to the Government. Such suspensions shall not be considered as suspensions for the Convenience of the Government under FAR 52.242-14, Suspension of Work, and shall not qualify for an equitable adjustment.

(End of clause)

SECTION G--CONTRACT ADMINISTRATION DATA

G-1 POST AWARD CONFERENCE (AGAR 452.215-73) (NOV 1996)

A post award conference with the successful offeror is required. It will be scheduled and held within 15 days after the date of contract award. The conference will be held at: the Corvallis Forestry Sciences Laboratory, 3200 SW Jefferson Way, Corvallis, OR.

(End of clause)

G-2 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE

The COR is responsible for administering the performance of work under this contract. In no event, however, will any understanding, agreement, modification, change order, or other matter deviating from the terms of this contract be effective or binding upon the Government unless formalized by proper contractual documents executed by the Contracting Officer prior to completion of the contract. The Contracting Officer should be informed as soon as possible of any actions or inactions by the Contractor or the Government which will change the required delivery or completion times stated in the contract, and the contract will be modified accordingly. (This does not apply to individual task assignments which were issued by the COR provided they do not affect the delivery schedule or performance period stated in the contract.)

On all matters that pertain to the contract terms the Contractor must communicate with the Contracting Officer. Whenever, in the opinion of the Contractor, the COR requests effort outside the scope of the contract, the Contractor should so advise the COR. If the COR persists and there still exists a disagreement as to proper contractual coverage, the Contracting Officer should be notified immediately, preferably in writing if time permits. Proceeding with work without proper contractual coverage could result in nonpayment or necessitate submittal of a contract claim.

(End of clause)

SECTION H--SPECIAL CONTRACT REQUIREMENTS

H-1 POTENTIAL SAFETY HAZARDS

(a) Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor. This list shall not be deemed to be all-inclusive. The Contractor shall bear the sole responsibility for taking all appropriate actions necessary to prevent accidents and injuries to individuals at the worksite.

(b) The following checked activities have been identified by the Government as potential safety hazards.

- Confined space entry.
- Temporary excavation/deep trenching/slope stability.
- Tree falling.
- Fall hazard from work heights exceeding six feet.
- Blasting.
- Traffic control on high-volume and/or high-speed and/or limited visibility roads.
- Heavy equipment operation.
- Tree climbing and/or tower climbing.
- Fire hazards.
- Hazardous materials handling.
- Electrical hazard.
- Hydraulic and/or pneumatic and/or other high pressure hazards.
- Mechanical hazards such as pulleys, springs, etc.
- Other _____

(End of clause)

H-2 AVAILABILITY AND USE OF UTILITY SERVICES (FAR 52.236-14) (APR 1984)

(a) The Government shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the Government or, where the utility is produced by the Government, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

(b) The Contractor, at its expense and in a workmanlike manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges.

Before final acceptance of the work by the Government, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

Utilities Available	Rate to be Charged	Restrictions on Use
Electrical	None	for contract purposes
Water	None	for contract purposes
Sanitation	None	for contract purposes

(End of clause)

H-3 **LIQUIDATED DAMAGES--CONSTRUCTION (FAR 52.211-12) (APR 1984)**

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay to the Government as liquidated damages, the sum of \$1000.00 each day of delay.

(b) If the Government terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the Government in completing the work.

(c) If the Government does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

(End of clause)

H-4 **PRODUCT SUBSTITUTION**

Any modification of items, designs, materials, products or equipment (including Government-Furnished property), made necessary because of a substitution, will be the responsibility of the Contractor without adjustment in contract price or time. The Contracting Officer's approval of any substitute will not affect the Contractor's responsibility for such modification. Any and all substitutions will be requested by the Contractor after award of the contract has been made. No approvals will be made prior to award.

(End of clause)

H-5 **PROSECUTION OF WORK**

(a) Construction activity shall be limited to the hours between 7:30 a.m. and 4:30 p.m., Monday through Friday, unless other hours are approved in writing by the Engineer. The Contractor shall conduct activities so that interference with the public shall be kept at a minimum. The project site shall be open to public access and free of hazards on weekends. Any activities requiring closure to the public shall be scheduled with the COR at least 7 days in advance.

(b) The Contractor shall use measures and precautions necessary to warn and protect the public and Government personnel during work at the project site. Such actions include, but are not limited to, furnishing and maintaining barricades and signs around the work site and roping off the area.

(End of clause)

H-6 FINAL CLEANUP

Contractor shall remove and dispose all of its own trash and refuse from the contract area. Material to be removed includes, but is not limited to old pipe, dry wall material, garbage, etc. This Cleanup is a subsidiary item for which no special payment will be made. All debris shall be disposed off National Forest Land and in accordance with State and Local disposal requirements.

(End of clause)

H-7 PROTECTION OF CULTURAL RESOURCE

Location of known historic or prehistoric sites, buildings, objects, and properties related to American history, architecture, archaeology and culture, such as settler or Indian artifacts, protected by American Antiquities Act of 1906 (16 U.S.C. 431-433), National Historic Preservation Act of 1966 (16 U.S.C. 470) and the Archaeological Resources Protection Act of 1979 (PL 96-95 and 36 CFR 261.9(e)) shall be identified on the ground by Forest Service. Forest Service may unilaterally modify or cancel this contract to protect an area, object of antiquity, artifact, or similar object which is or may be entitled to protection under these Acts regardless of when the area, object or artifact is discovered or identified. Discovery of such areas or objects by either party shall be promptly reported to the other party.

Contractor shall protect <> all known and identified historic or prehistoric sites, buildings, objects and properties related to American history, architecture, archaeology and culture against destruction, obliteration, removal or damage during Contractor's Operations. In accordance with 36 CFR 296.14(c), Contractor shall bear costs of restoration, provided that such payment shall not relieve Contractor from civil or criminal remedies otherwise provided by law.

Wheeled or track-laying equipment shall not be operated within such areas except on roads. Unless agreed otherwise, trees will not be felled into such areas.

(End of clause)

H-8 PROTECTION OF HABITAT OF ENDANGERED, THREATENED, AND SENSITIVE SPECIES

Location of areas needing special measures for protection of plants or animals listed as threatened or endangered under the Endangered Species Act of 1973, as amended, or as sensitive by the Regional Forester under authority of FSM 2670, are shown on the Drawings and identified on the ground. Measures needed to protect such areas have been included elsewhere in this contract or are as follows:

None

If protection measures prove inadequate, if other such areas are discovered, or if new species are listed as Federally threatened or endangered or as sensitive by the Regional Forester, Forest Service may either cancel or unilaterally modify this contract to provide additional protection regardless of when such facts become known. Discovery of such areas by either party shall be promptly reported to the other party.

(End of clause)

H-9 METHODS OF MEASUREMENT

One of the following methods of measurement for determining final payment is DESIGNATED on the SCHEDULE OF ITEMS for each pay item:

(a) Designed Quantities (DQ). These quantities denote the final number or units to be paid for under the terms of the contract. They are based upon the original design data available prior to advertising the project. Original design data include the preliminary survey information, design assumptions, calculations, drawings, and the presentation in the contract. Changes in the number of units SHOWN in the SCHEDULE OF ITEMS may be authorized under any of the following conditions:

- (1) As a result of changes in the work authorized by the Contracting Officer.
- (2) As a result of the Contracting Officer determining that errors exist in the original design that cause a pay item quantity to change by 15 percent or more.
- (3) As a result of the Contractor submitting to the Contracting Officer a written request showing evidence of errors in the original design that cause a pay item quantity to change by 15 percent or more. The evidence must be verifiable and consist of calculations, drawings, or other data that show how the designed quantity is believed to be in error.

(b) Staked Quantities (SQ). These quantities are determined from staked measurements prior to construction.

(c) Actual Quantities (AQ). These quantities are determined from measurement of completed work.

(d) Vehicle Quantities (VQ). These quantities are measured or weighed in hauling vehicles.

(e) Lump Sum Quantities (LSQ). These quantities denote one complete unit of work as required by or described in the contract including necessary materials, equipment, and labor to complete the job. They will not be measured.

H-10 STATE ELECTRICAL INSPECTION AND COUNTY BUILDING PERMITS

The Government will obtain the State Electrical inspection. The Contractor shall not obtain an electrical permit or any other building permit or inspection.

Federal law [validated by the State Attorney General, Oregon Department of Justice] verify that the Federal Government and its Contractors may be exempted from State/Local Building Permits and Fees for projects located on Federal Installations [including all federal lands]. Contractor State Licenses will not be jeopardized by following this requirement to avoid the State/County permit system. This applies to the prime Contractor and all subcontractors.

H-11 AGAR 452.228-71 INSURANCE COVERAGE (NOV 1996)

Pursuant to FAR clause 52.228-5, Insurance - Work on a Government Installation, the Contractor will be required to present evidence to show, as a minimum, the amounts of insurance coverage indicated below:

(a) Workers Compensation and Employer's Liability. The Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers.

(b) General Liability. The Contractor shall have bodily injury liability insurance coverage written on a comprehensive form of policy of at least \$500,000 per occurrence.

(c) Automobile Liability. The Contractor shall have automobile liability insurance written on a comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury, and \$20,000 per occurrence for property damage or loss.

(d) Aircraft Public and Passenger Liability. When aircraft are used in connection with performing the contract, the Contractor shall have aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger injury. Coverage for passenger injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

PART II--CONTRACT CLAUSES

SECTION I--CONTRACT CLAUSES

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

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

www.arnet.gov/far/

www.usda.gov/procurement/policy/agar.html

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

- 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013)
- 52.209-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (AUG 2013)
(Applicable if contract exceeds \$30,000)
- 52.209-10 Prohibition on Contracting With Inverted Domestic Corporations (MAY 2012)
- 52.211-18 Variation in Estimated Quantity (APR 1984)
- 52.219-6 Notice of Total Small Business Set-Aside (NOV 2011)
- 52.222-3 Convict Labor (JUN 2003)
- 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 Regulations (MAY 2014)
- 52.222-14 Disputes Concerning Labor Standards (FEB 1988)
- 52.222-15 Certification of Eligibility (MAY 2014)
- 52.222-20 Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000 (MAY 2014)
(Applicable if contract exceeds \$10,000)
- 52.222-21 Prohibition of Segregated Facilities (FEB 1999)
(Applicable if contract exceeds \$10,000)
- 52.222-26 Equal Opportunity (MAR 2007)
(Applicable if contract exceeds \$10,000)
- 52.222-27 Affirmative Action Compliance Requirements for Construction (FEB 1999)
(Applicable if contract exceeds \$10,000)
- 52.222-36 Affirmative Action for Workers with Disabilities (OCT 2010)
(Applicable if contract exceeds \$10,000)
- 52.222-50 Combating Trafficking in Persons (FEB 2009)
- 52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts (SEP 2013)
- 52.223-5 Pollution Prevention and Right-to-Know Information (MAY 2011)
- 52.223-6 Drug-Free Workplace (MAY 2001)
(Applicable if contract is awarded to an individual)

- 52.223-15 Energy Efficiency in Energy-Consuming Products (DEC 2007)
- 52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts (MAY 2008)
- 52.223-18 Contractor Policy to Ban Text Messaging While Driving (AUG 2011)
- 52.224-1 Privacy Act Notification (APR 1984)
- 52.224-2 Privacy Act (APR 1984)
- 52.225-13 Restrictions on Certain Foreign Purchases (JUN 2008)
- 52.227-4 Patent Indemnity -- Construction Contracts (DEC 2007)
- 52.228-2 Additional Bond Security (OCT 1997) (*Applicable if contract exceeds \$30,000*)
- 52.228-11 Pledges of Assets (SEP 2009) (*Applicable if contract exceeds \$30,000*)
- 52.228-12 Prospective Subcontractor Requests for Bonds (MAY 2014) (*Applicable if contract exceeds \$30,000*)
- 52.228-14 Irrevocable Letter of Credit (MAY 2014) (*Applicable if contract exceeds \$30,000*)
- 52.232-5 Payments Under Fixed-Price Construction Contracts (SEP 2002)
- 52.232-23 Assignment of Claims (JAN 1986)
- 52.232-27 Prompt Payment for Construction Contracts (OCT 2008)
- 52.232-33 Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003)
- 52.233-1 Disputes (JUL 2002)
- 52.233-3 Protest After Award (AUG 1996)
- 52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)
- 52.236-2 Differing Site Conditions (APR 1984)
- 52.236-3 Site Investigation and Conditions Affecting the Work (APR 1984)
- 52.236-5 Material and Workmanship (APR 1984)
- 52.236-6 Superintendence by the Contractor (APR 1984)
- 52.236-7 Permits and Responsibilities (NOV 1991)
- 52.236-8 Other Contracts (APR 1984)
- 52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (APR 1984)
- 52.236-10 Operations and Storage Areas (APR 1984)
- 52.236-11 Use and Possession Prior to Completion (APR 1984)
- 52.236-12 Cleaning Up (APR 1984)
- 52.236-13 Accident Prevention (NOV 1991)
- 52.236-15 Schedules for Construction Contracts (APR 1984)
- 52.236-16 Quantity Surveys (APR 1984)
 - Alternate I (APR 1984)
- 52.236-17 Layout of Work (APR 1984)
- 52.236-21 Specifications and Drawings for Construction (FEB 1997)
- 52.236-26 Preconstruction Conference (FEB 1995)
- 52.243-5 Changes and Changed Conditions (APR 1984)
- 52.244-6 Subcontracts for Commercial Items (MAY 2014)
- 52.246-21 Warranty of Construction (MAR 1994)
- 52.249-1 Termination for Convenience of the Government (Fixed-Price) (Short From) (APR 1984)
- 52.249-10 Default (Fixed-Price Construction) (APR 1984)
- 52.253-1 Computer Generated Forms (JAN 1991)

AGRICULTURE ACQUISITION REGULATION (48 CFR CHAPTER 4) CLAUSES

- 452.232-70 Reimbursement for Bond Premiums – Fixed-Price Construction Contracts (NOV 1996)
(*Applicable if contract is over \$30,000*)
- 452.236-71 Prohibition Against the Use of Lead-Paint (NOV 1996)
- 452.236-72 Use of Premises (NOV 1996)
- 452.236-73 Archeological or Historic Sites (FEB 1988)
- 452.236-74 Control of Erosion, Sedimentation and Pollution (NOV 1996)
- 452.236-76 Samples and Certificates (FEB 1988)
- 452.236-77 Emergency Response (NOV 1996)

I-2 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION **(FAR 52.219-28)(JUL 2012)**

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

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

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is “not dominant in its field of operation” when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

- (1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.
- (2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.
- (3) For long-term contracts—

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

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

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

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

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

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

The Contractor represents that it [] is, [] is not a small business concern under NAICS Code _____ assigned to contract number _____. [*Contractor to sign and date and insert authorized signer's name and title*].

(End of clause)

I-3 BUY AMERICAN -CONSTRUCTION MATERIALS (FAR 52.225-9)(MAY 2014)

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

“Commercially available off-the-shelf (COTS) item”—

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

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

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

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

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

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

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

“Cost of components” means--

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

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

“Domestic construction material” means—

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

(2) A construction material manufactured in the United States, if—

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

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

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

(b) *Domestic preference.*

(1) This clause implements the 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for construction material that is a COTS item. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows: _____ [*Contracting Officer to list applicable excepted materials or indicate “none”*]

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) *Request for determination of inapplicability of the Buy American statute.*

(1)

(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

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

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

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) *
<i>Item 1</i>			
Foreign construction material			
Domestic construction material			
<i>Item 2</i>			
Foreign construction material			
Domestic construction material			

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

[Include other applicable supporting information.]

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

(End of Clause)

I-4 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (52.232-40) (DEC 2013)

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

(End of clause)

I-5 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6)(APR 1984)

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

(b) The use in this solicitation or contract of any Agriculture’s Acquisition Regulation (48 CFR Chapter 4) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

I-6 ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE APPLICANTS (AGAR 452.209-71) ALTERNATE 1 (FEB 2012)

(a) This award is subject to the provisions contained in the Consolidated Appropriations Act, 2012 (P.L. No. 112-74), Division E, Sections 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by accepting this award the contractor acknowledges that it –

(1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and

(2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the award, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment of the awardee, or such officer or agent, based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government.

(b) If the awardee fails to comply with these provisions, the Forest Service may terminate this contract for default and may recover any funds the awardee has received in violation of sections 433 or 434.

(End of Clause)

I-7 COSTING OF CLAIMS OR MODIFICATIONS

The cost principles and procedures in Subpart 31.2 of the Federal Acquisition Regulations shall be used in the pricing of contract claims and modifications, and for determining costs under terminated contracts, except, where actual costs cannot be determined from the Contractor's accounting records. Allowable ownership and operating costs for owned or rented equipment shall be determined from "The Construction Equipment Ownership and Operating Expense Schedule," U.S. Army Corps of Engineers Publication EP 1110-1-8, published by the U.S. Government Printing Office, to the extent that this publication contains a listing of the equipment being costed, or of similar equipment. During periods of suspension of work pursuant to a contract clause, the allowance for equipment ownership shall not exceed the amount for standby cost as determined by this schedule.

(End of clause)

I-8 ORDER OF PRECEDENCE--CONSTRUCTION

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The Schedule (excluding the specifications), i.e., Sections A, B, D, E, F, G, and H.
- (2) Representations and other instructions, i.e., Sections K, L, and M.

- (3) Contract clauses, i.e., Section I.
- (4) Other documents, exhibits, and attachments, i.e., Section J.
- (5) Special Project Specifications.
- (6) Standard Specifications, i.e., Section C (including FAR clauses).
- (7) (a) Drawings, figured dimensions over scaled dimensions.
 - (b) Drawings, large scale contract drawings over small scale contract drawings.
 - (c) Schedules on contract drawings over any conflicting notations on contract drawings.
- (8) Shop drawings.

(End of clause)

I-9 PAYMENT FOR MATERIALS DELIVERED OFF THE SITE

As provided in FAR 52.232-5, Payments Under Fixed-Price Construction Contracts, material acquired for incorporation into the project, and stored off site by the Contractor, may, at the option of the Contracting Officer, be included in progress payments. Prior to payment, such material will be subject to Government inspection and must be stored separately from other materials, and be identified as, "PROPERTY OF THE UNITED STATES, Project Name and Contract Number." In addition, the Contractor shall furnish the Government with a right of ingress and egress to the property together with right of removal.

(End of clause)

I-10 PAYMENTS FOR INCIDENTAL ITEMS

The intent of the contract is to provide for the complete construction of the project described in the contract. Unless otherwise provided, the Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies and perform all work required to complete the project in accordance with drawings, specifications, and provisions of the contract. Payment for contract work will be made only for and under those pay items included in the Schedule of Items. All other work and materials will be considered incidental to and included in the payment for items shown.

(End of clause)

I-11 PUBLIC OFFICIALS NOT PERSONALLY LIABLE

There shall be no personal liability upon the Government or officer in charge, their agents or employees, for any act performed in the discharge of any duty imposed or the exercise of any power or authority conferred upon them by, or within the scope of the contract, it being understood that in all such matters they act solely as agents and representatives of the Government.

(End of clause)

I-12 RETURN OF PERFORMANCE AND PAYMENT BONDS

Performance and payment security furnished under this contract must be retained by the Government for a minimum of one year after acceptance of all work under the contract. Performance and payment security other than corporate or individual surety bonds will be returned to the Contractor one year after completion of work if no claims against these bonds have been filed at that time.

(End of clause)

I-13 PAYMENT FOR PERFORMANCE AND PAYMENT SECURITY EXPENSES

It is mutually agreed that the premium costs for performance bonds, payment bonds and alternative payment protections furnished for this contract are included in the total amount bid for other items and that any payment to the Contractor for the cost of bonds made in accordance with FAR 52.232-5 refers only to corporate sureties listed in the current Department of Treasury Circular 570 and no advance payment will be made for bond premiums where other than corporate surety bonds are furnished. Bond premiums as used in this paragraph and FAR 52.232-5 shall include any Small Business Administration fees paid in connection with SBA guaranteed corporate surety bonds.

I-14 WAGE DETERMINATION DECISION

The general wage determination applicable to this contract is attached in Section J.

Where rates for "Timber Sale Roads" appear in the Wage Determination Decision, they shall be applicable only to projects identified as "Opted" Timber Sale Roads.

(End of clause)

Warranty of Construction FAR 52.246-21 (Mar 1994)

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of-

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, workmanship, or design furnished.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall-

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and

(3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

(End of clause)

Alternate I (Apr 1984). If the Government specifies in the contract the use of any equipment by "brand name and model," the contracting officer may add a paragraph substantially the same as the following paragraph (k) to the basic clause:

(k) Defects in design or manufacture of equipment specified by the Government on a "brand name and model" basis, shall not be included in this warranty. In this event, the Contractor shall require any subcontractors, manufacturers, or suppliers thereof to execute their warranties, in writing, directly to the Government.

J.1 LIST OF ATTACHMENTS (AGAR 452.252-70) (FEB 1988)

1. Project Drawings (Separate)

Title	Pages
Supplemental Specifications	27
Wage Determination	8

WAGE RATES

The attached Wage Determination Decision Number OR150022 with 2 modifications dated 1/16/2015 shall be applicable to this contract.

Where rates for "Timber Sale Roads" appear in the Wage Determination Decision, they shall be applicable only to projects identified as "Opted" Timber Sale Roads.

TABLE OF CONTENTS

SECTION 00 00 50 - PROJECT DESCRIPTION

SECTION 00 01 00 - MEASUREMENT AND PAYMENT

SECTION 00 11 00 - WORK RESTRICTIONS

SECTION 00 19 00 – MOBILIZATION

SECTION 01 33 30 - SUBMITTALS

SECTION 01 40 00 - QUALITY REQUIREMENTS

SECTION 01 73 20 - SELECTIVE DEMOLITION

SECTION 22 00 01 - PLUMBING GENERAL PROVISIONS

SECTION 22 00 50– BASIC MATERIALS AND METHODS

SECTION 22 13 19 - WASTE WATER DISPOSAL AND ACID WASTE DRAINAGE SYSTEMS

SECTION 00 00 50
PROJECT DESCRIPTION

PART I - GENERAL

1.01 **project description**

1. **Remove existing sanitary waste piping from rooms 375, 379 and 382, plus from hallway mounted eye wash/emergency shower located near room 379. Replace sanitary waste piping with acid resistant sanitary waste piping from sink/cup sink strainers to existing cast iron collection raiser. Most of the sanitary waste pipe can be accessed from floor below work areas. Access to cup sink sanitary waste lines is through bottom area of existing fume hoods. Dry wall may need to be cut and repaired to access pipes in wall cavities. Repairs to dry wall is considered incidental to installation of new acid resistant sanitary waste piping.**

1.02 **RELATED WORK**

- A. **The work shall be in accordance with the following subsidiary specifications. The subsidiary specifications are referred to in the text by the Section designation only.**

PART II - PRODUCTS

2.01 **N/A**

PART III - EXECUTION

3.01 **UTILITIES**

- A. **Utilities, (electricity and water) will be available for contractor's use, limited to reasonable use for construction. It shall be the contractor's responsibility to maintain water and electrical needed to maintain safe conditions.**

3.02 **BUILDING ENVIRONMENT**

- A. **Contractor shall maintain a clean, dust free office environment throughout the progress of work.**

3.03 **WORK NOT INCLUDED**

- A. **N/A.**

3.04 **ALL OTHER PRODUCTS AND EXECUTION**

- A. **Work shall be in accordance with the drawings and the project specifications.**

END OF SECTION 00 00 50

SECTION 00 01 00
MEASUREMENT AND PAYMENT

PART I - GENERAL

1.01 MEASUREMENT AND PAYMENT

- A. **Measurement and payment for contract work will be made only for and under those pay items included in the SCHEDULE OF ITEMS. All other work and materials will be considered as included in the payment for items shown.**
- B. **When more than one class, size, or thickness is specified in the SCHEDULE OF ITEMS for any pay item, suffixes will be added to the item number to differentiate between items to be bid.**

1.02 DETERMINATION OF QUANTITIES

- A. **The following methods of measurement are used to determine contract quantities for payment.**
 - 1. **For individual construction items, longitudinal and lateral measurements for area computations will be made horizontally or corrected to horizontal measurement unless otherwise specified.**

1.03 UNITS OF MEASUREMENT

- A. **Payment will be by units defined and determined according to U.S. Standard measure as follows:**
 - 1. **Each - One complete unit, which may consist of one or more parts.**
 - 2. **Linear Foot – Measure from end to end, parallel to the base or foundation being measured, or horizontal.**
 - 3. **Lump Sum – One complete unit.**

1.04 METHODS OF MEASUREMENT

- A. **One of the following methods of measurement for determining final payment is DESIGNATED on the SCHEDULE OF ITEMS for each pay item:**
 - 1. **Lump Sum Quantities (LSQ) - These quantities denote one complete unit of work as required by or described in the contract, including necessary materials, equipment, and labor to complete the job. They will not be measured.**

PART II - PRODUCTS (Not Applicable)

PART III - EXECUTION (Not Applicable)

END OF SECTION 00 01 00

SECTION 00 11 00
WORK RESTRICTIONS

PART I - GENERAL

1.01 **USE OF PREMISES**

- A. **Use of Site: Limit use of premises to work in areas indicated. Do not disturb portions of site beyond areas in which the Work is indicated.**
1. **Limits: Confine constructions operations to internal building areas.**
 2. **Government Occupancy: Allow for Government occupancy of site.**
 3. **Driveways and Entrances: Keep driveways and entrances serving premises clear and available to Occupants, Government employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.**
 - a. *Schedule deliveries to minimize use of driveways and entrances.*
 - b. *Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.*

1.02 **OCCUPANCY REQUIREMENTS**

- A. **Full Government Occupancy: Government will occupy site and existing building during entire construction period. Cooperate with Government during construction operations to minimize conflicts and facilitate Government usage. Perform the Work so as not to interfere with Government operations.**

PART II - PRODUCTS (Not Used)

PART III - EXECUTION (Not Used)

END OF SECTION 00 11 00

SECTION 00 19 00
MOBILIZATION

PART I - GENERAL

1.01 MOBILIZATION

- A. **This item is intended to compensate the Contractor for operations including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for payment of premiums for bonds and insurance for the project; and for any other work and operations which must be performed or costs that must be incurred incident to the initiation of meaningful work at the site and for which payment is not otherwise provided for under the contract.**

1.02 METHOD OF MEASUREMENT

- A. **The measurement shall be lump sum for mobilization.**

1.03 BASIS OF PAYMENT

- A. **The lump sum price shall include full compensation for mobilization. Progress payments for mobilization will be made as follows:**
- 1. Bond premiums will be reimbursed after receipt of the evidence of payment.**
 - 2. 50% of the lump sum, not to exceed 5% of the original contract amount, will be paid following completion of 5% of the original contract amount not including mobilization and bond premiums.**
 - 3. Payment of the remaining portion of the lump sum, up to 10% of the original contract amount, will be paid following completion of 10% of the original contract amount not including mobilization and bond premiums.**
- B. **Any portion of the lump sum in excess of 10% of the original contract amount will be paid after final acceptance.**
- C. **Progress payments for mobilization and preparatory work shall be subject to retainage.**

PART II - PRODUCTS (Not Applicable)

PART III - EXECUTION (Not Applicable)

END OF SECTION 00 19 00

SECTION 01 33 30
SUBMITTALS

PART I - GENERAL

1.01 SCOPE

- A. This section covers the contractor's responsibility relating to all submittals that relate to the construction of the work.

1.02 Measurement and Payment

- A. No separate measurement and/or payment will be made for this section.

PART II - PRODUCTS (Not Applicable)

PART III - EXECUTION

3.01 All Submittals

- A. It will be the Contractor's responsibility to submit all items with such promptness as to cause no delay in the work. Approvals must be obtained before starting work which involves the submittal. Contractor shall allow 15 calendar days for processing of submittals by the Government.

3.02 Manufacturer's Literature and Shop Drawings

- A. Submit three copies to the Contracting Officer for approval on the items required herein. Literature which is not marked or otherwise designated to show the exact model and size that the contractor proposes to use will be returned by the Contracting Officer "without action." Circle or check items to be used on submittals. Highlighter pens may print black or not at all when copied and should not be used.
- B. Information must be adequate to determine compliance with specifications.
- C. Submittals and drawings which are received from sources other than through contractor's office will be returned by the COR "without action."

3.03 Samples

- A. Submit two samples of each color, style, etc. One sample of selected color, etc., will be retained. All other samples and all hardware samples will be returned.

3.04 Substitution

- A. Materials in the specifications may be followed by the words "or approved equal." In these cases, wherever the name or brand of a manufacturer's article is specified, it is used as a measure of quality and utility or a standard. If the Contractor prefers to use any other brand or manufacturer of same quality, appearance and utility to that specified, he shall request substitution as provided below, not less than 30 days before the planned installation of the item. The Contracting Officer will approve or disapprove the request for substitution and his decision shall be final. Unless substitutions are requested within the time stated above and as provided below, no deviation from the specifications will be allowed.
- B. Requests for substitutions will only be considered if contractor submits the following:

1. **A. Complete technical data including drawings, complete performance specifications, test data, samples and performance tests of the article proposed for substitution. Submit additional information if required by Contracting Officer. All items in the above information shall be circled, tagged, or marked in some way to indicate all deviations or differences which the proposed item differs from the originally specified item.**
 2. **Similar data as above for item originally specified. All items shall be marked to identify where/how the proposed substitution will differ.**
 3. **A statement by the Contractor that the proposed substitution is in full compliance with the contract documents, applicable codes, and laws.**
 4. **A list of other trades which may be affected by the substitution.**
- C. The Contractor shall be responsible for any effect upon related work in the project for any substitution and shall pay any additional costs generated by any substitutions.**

END OF SECTION 01 33 30

SECTION 01 40 00
QUALITY REQUIREMENTS

PaRT I - GENERAL

1.01 RELATED DOCUMENTS

- A. **Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.**

1.02 SUMMARY

- A. **This Section includes administrative and procedural requirements for quality assurance and quality control.**
- B. **Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.**
1. **Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.**
 2. **Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.**
 3. **Requirements for Contractor to provide quality-assurance and -control services required by Design Professional, Owner, CO, or authorities having jurisdiction are not limited by provisions of this Section.**
- C. **Related Sections include the following:**
1. **Division 01 Section "Selective Demolition" for repair and restoration of construction disturbed by testing and inspecting activities.**
 2. **Divisions 02 through 49 Sections for specific test and inspection requirements.**

1.03 DEFINITIONS

- A. **Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.**
- B. **Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Construction Project Manager.**
- C. **Preconstruction Testing: Tests and inspections that are performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.**
- D. **Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with industry standards.**
- E. **Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.**

- F. **Field Quality-Control Testing:** Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- G. **Testing Agency:** An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- H. **Installer/Applicator/Erector:** Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
 - 1. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespeople of the corresponding generic name.
- I. **Experienced:** When used with an entity, "experienced" means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.04 CONFLICTING REQUIREMENTS

- A. **General:** If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Construction Project Manager for a decision before proceeding.
- B. **Minimum Quantity or Quality Levels:** The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.05 SUBMITTALS

- A. **Qualification Data:** For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- B. **Permits, Licenses, and Certificates:** For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.06 QUALITY ASSURANCE

- A. **General:** Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. **Installer Qualifications:** A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that

- indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- C. **Manufacturer Qualifications:** A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
 - D. **Fabricator Qualifications:** A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
 - E. **Professional Engineer Qualifications:** A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.
 - F. **Specialists:** Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
 1. Requirement for specialists shall not supersede building codes and regulations governing the Work.

1.07 QUALITY CONTROL

- A. **Owner Responsibilities:** All quality-control services are indicated as Contractor's responsibility.
- B. **Contractor to provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.**
 1. **Contractor shall engage a qualified testing agency to perform these quality-control services.**
 - a. *Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.*
 - b. *It is the Contractor's responsibility to submit a certified written report, in duplicate, of each quality-control service.*
 - c. *Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.*
 2. **Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.**
 3. **Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.**
- C. **Manufacturer's Field Services:** Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 01 Section "Submittal Procedures."
- D. **Coordination:** Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

1. **Schedule times for tests, inspections, obtaining samples, and similar activities.**

PART II - PRODUCTS (Not Used)

PART III - EXECUTION

3.01 **REPAIR AND PROTECTION**

- A. **General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.**
 1. **Provide materials and comply with installation requirements specified in other Specification Sections. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.**
 2. **Comply with the Contract Document requirements for Division 01 Section "Cutting and Patching."**
- B. **Protect construction exposed by or for quality-control service activities.**
- C. **Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.**

END OF SECTION 01 40 00

SECTION 01 73 20
SELECTIVE DEMOLITION

part I - GENERAL

1.01 SUMMARY

- A. **This Section includes demolition and removal of the following:**
1. Selected portions of a building or structure.
 2. Selected site elements.
 3. Repair procedures for selective demolition operations.

1.02 DEFINITIONS

- A. **Remove:** Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.
- B. **Remove and Salvage:** Detach items from existing construction and deliver them to Government.
- C. **Remove and Reinstall:** Detach items from existing construction, prepare them for reuse, and reinstall them where indicated.
- D. **Existing to Remain:** Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.03 MEASUREMENT and payment

- A. The measurement shall be lump sum for selective demolition.

1.04 MATERIALS OWNERSHIP

- A. Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Government property, demolished materials shall become Contractor's property and shall be removed from Project site.

1.05 PROJECT CONDITIONS

- A. **Government will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Government operations will not be disrupted. Provide not less than 72 hours' notice to CO of activities that will affect Government operations.**
- B. **Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities.**
1. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from authorities having jurisdiction.
- C. **Government assumes no responsibility for condition of areas to be selectively demolished.**
1. Conditions existing at time of inspection for bidding purpose will be maintained by Government as far as practical.
- D. **Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.**
1. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Contracting Officer (CO).
- E. **Storage or sale of removed items or materials on-site will not be permitted.**

PART II – PRODUCTS

2.01 REPAIR MATERIALS

- A. **Use repair materials identical to existing materials.**
 - 1. **If identical materials are unavailable or cannot be used for exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.**
 - 2. **Use materials whose installed performance equals or surpasses that of existing materials.**

PART III – EXECUTION

3.01 EXAMINATION

- A. **Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.**
- B. **Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.**
- C. **When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to CO.**

3.02 UTILITY SERVICES

- A. **Existing Utilities: Maintain all existing services indicated to remain and protect them against damage during selective demolition operations.**
- B. **Do not interrupt existing utilities serving occupied or operating facilities unless authorized in writing by CO and authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to CO and to authorities having jurisdiction.**
 - 1. **Provide at least 72 hours notice to CO if shutdown of service is required during changeover.**

3.03 PREPARATION

- A. **Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with office spaces, and other adjacent occupied and used facilities.**
 - 1. **Protect existing site improvements, and appurtenances to remain.**
- B. **Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage.**

3.04 POLLUTION CONTROLS

- A. **Dust Control: Use water mist, temporary enclosures, and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations.**
 - 1. **Wet mop floors to eliminate trackable dirt and wipe down walls and doors of demolition enclosure. Vacuum carpeted areas.**
- B. **Disposal: Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.**

3.05 SELECTIVE DEMOLITION

- A. **General: Demolish and remove existing construction only to the extent**

required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations.

- 1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction.**
 - 2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.**
 - 3. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.**
- B. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.**
- C. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition.**

3.06 PATCHING AND REPAIRS

- A. General: Promptly repair damage to adjacent construction caused by selective demolition operations.**
- B. Repairs: Where repairs to existing surfaces are required, patch to produce surfaces suitable for new materials.**
- C. Finishes: Restore exposed finishes of patched areas and extend restoration into adjoining construction in a manner that eliminates evidence of patching and refinishing.**
- D. Floors and Walls: Where walls or partitions that are demolished extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish color, texture, and appearance. Remove existing floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.**
- E. Ceilings: Patch, repair, or rehang existing ceilings as necessary to provide an even-plane surface of uniform appearance.**

3.07 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.**
- B. Burning: Do not burn demolished materials.**
- C. Disposal: Transport demolished materials off Government property and legally dispose of them.**

END OF SECTION 01 73 20

SECTION 22 00 01

PLUMBING GENERAL PROVISIONS

1. PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

The provisions of Division 1 and other specific Div 22 related Sections shall relate to and be governed by this section.

1.2 DESCRIPTION OF WORK/FIELD CHECKING:

1.2.1 General: This section specifies several categories of provisions for plumbing work, including: 1) Certain adaptive expansions of requirements specified in Division 1, as uniquely applicable to plumbing work, 2) general performance requirements within the plumbing work as a whole, 3) general work to be performed as plumbing work, because of its close association with plumbing work and 4) complete installation of plumbing work inclusive of providing all materials and labor for complete workable plumbing systems.

1.3 SUMMARY OF PLUMBING WORK:

1.3.1 Drawings/Field Checking/RFI Process: Refer to all drawings for graphic representations, equipment schedules and notations showing plumbing work and associated work relative to plumbing work. All piping systems shown are a graphic representation of the intended sizes and general routing, but all should be field verified by the Contractor for final physical routing before any fabrications. Under all circumstances the Contractor shall exercise extra precautionary means & methods to check for all available space(s), to accommodate all materials, all equipment, and all pipe.

UNDER NO CIRCUMSTANCES SHALL A "CONTRACTOR INITIATED CHANGE" (which shall mean the Contractor took it upon himself to change with or without the coordination of the General Superintendent) TO THE INTENTIONS OF THE CONTRACT DOCUMENTS BECOME BINDING AS FOR A FORMAL "CHANGE ORDER REQUEST" OR PURPOSE OF SUCH A REQUEST. THIS SHALL MEAN THROUGH THE LIFE OF THE CONSTRUCTION CONTRACT TO THE END OF ACCEPTABLE WORK BY THE OWNER OF THE FACILITY.

1.3.2 General Outline: The facilities and systems of the plumbing work can be described (but not by way of limitation) as follows: 1) Plumbing Interior Domestic Cold and Hot Water systems, drainage systems including, 2) Plumbing Interior Sanitary Waste and Vent systems.

1.4 COORDINATION AND INSTALLATION OF PLUMBING WORK:

1.4.1 General: Refer to the Division 1 sections for general coordination requirements applicable to the entire work. It is recognized that the Contract Documents are diagrammatic in showing certain physical relationships which must be established within the plumbing work, and in its interface with other work including utilities and electrical work, and that such establishment is the exclusive responsibility of the Contractor. Contractor shall verify all clearances, dimensions and sizes of piping and equipment with the Contract Documents before fabrication of any materials or work to be performed.

Arrange all plumbing work in a neat, well organized manner with layout and installation of piping and similar services running parallel with primary lines of the building construction.

Give right-of-way to piping which must slope for drainage.

1.4.2 Contractor's Work, Performance and Responsibility Indemnification:

The Contractor shall install systems as designed and set forth by the Contract Documents and Specifications and the design concept intended by the Documents. The Contractor shall be responsible for all dimensions which shall be confirmed and correlated at the jobsite, fabrication processes and techniques of construction, coordination of his work with that of all other trades, and the satisfactory performance of his work.

The Contractor and/or all sub-contractors shall indemnify and hold harmless the Owner, Architect and Engineers, and any of their agents, servants, and employees, from any and all losses, expenses, damages demands, and claims asserted against or sustained by the Owner and/or Architect and/or Engineers, their agents, servants, and employees as the result of or alleged to be the result of any acts or the negligent acts or omissions of the Contractor and/or sub-contractor, their agents and/or employees (including any costs incurred by the Owner, and/or Architect and/or Engineers' for correction of contractors work); and to pay all damages, costs, and expenses, including attorneys' fees, in connection therewith or resulting there from.

1.5 QUALITY, ASSURANCE, STANDARDS, CODES AND SYMBOLS:

1.5.1 General: Refer to Division 1 sections for general administrative/procedural requirements related to compliance with codes and standards. Specifically, for the plumbing work (in addition to standards specified in individual work sections), the following standards are imposed, as applicable to the work in each instance, (with all latest revisions and amendments up to and including all time of work during construction of project):

- IBC- Standard Building Code

- IBC- Standard Plumbing Code

- All Local Governing Codes and Requirements by Local Code Officials

Where any discrepancies or differences occur between codes, the code which is most stringent shall govern. All interpretations of the codes shall be by the governing code official; if no code official is governing, the final interpretation of the code will be by the Architect/Engineer.

1.5.2 FEES:

Secure and pay for all costs related to sewer taps, water taps, gas taps, and other related costs necessary for the proper execution and completion of the work, which are applicable at the time the bids are received.

1.5.3 Symbols: Except as otherwise indicated, refer to the "National Plumbing Code" for definitions of symbols used on the drawings to show plumbing work.

1.6 SUBMITTALS:

1.6.1 General: Refer to Division 1 sections for general requirements concerning work-related submittals (refer to other Division 1 sections for administrative submittals).

1.6.2 Product Data: Refer to General Provisions Division 1 for Submittal Procedures. Data shall include the following:

- Valves & Controls
- Plumbing Fixtures
- Piping Accessories
- Floor & hub Drains
- Pipe for all Services (Water, Air, Vacuum, Gas & all Drainage Services)

1.6.5 Samples: Refer to General Provisions Division 1

1.6.6 Warranties (Guarantees): Warranty shall be standard one year parts and labor for plumbing equipment and systems. Refer to General Provisions Division 1

1.7 PRODUCTS, PLUMBING WORK:

1.7.1 General: Refer to Division 1 sections for general requirements on products materials, and equipment.

1.7.1.2 PRODUCT LISTINGS AND SUBSTITUTE PRODUCT APPROVALS:

1.7.1.2.1 Product Listings (By Prime-Contractor): The successful Prime-Contractor with his subcontractor(s) shall prepare and submit to the Government a product listing for plumbing work, separately from the listing(s) of products for other work. Include all specified and pre-bid prior approved products listing each significant item of equipment, fixtures, and material used in the work; and indicate the generic name, product name, manufacturer, model number, related specification section number(s), and estimated date for start of installation. Bulk materials, including pipe and fixtures, taken from Installer's stock, need not be listed.

1.7.1.2.2 Substitute Products: Where one, or more than one, manufacturer is listed within the specifications, or listed by the clause "Approved Equal", or items which have been Pre-Bid Prior Approved by the Government, and the Contractor desires to list such item as a substitute for approval as an equal to that specified, then the Contractor shall furnish adequate product listing data along with shop drawing sketches, as necessary, that will demonstrate that the substitute item is equal in all respects to the specified item and that the substitute item will dimensionally fit into the space or system as designed and is compatible with other components specified. Substitute item approval shall be the responsibility of the Government.

1.7.2 Compatibility: Provide products that are compatible with other products of the plumbing work, and with other work requiring interface with the plumbing work. Coordinate the selections from among options (if any) for compatibility of products.

2. PARTS 2 AND 3 - PRODUCTS AND EXECUTION

2.1 CHASES, OPENINGS, SLEEVES, FIRESTOPPING:

2.2.1 General:

Lay out all chases and openings required for the execution of this work well in advance of the structural work. Provide pipe sleeves, thimbles in walls and partitions for horizontal pipe, as well as in floors for vertical runs of pipe. Sleeves and thimbles shall be standard weight galvanized steel pipe. All pipe sleeves shall be fire-stopped with a fire-retardant sealant which is Underwriter Laboratory ("U.L.") No. 1479 tested and approved for use as fire-stopping material, equal to "Dow Corning" - "Firestop" system.

2.4 PLUMBING SYSTEM IDENTIFICATION:

2.4.1 Piping System: All piping installed under this Division of the specifications shall be identified as follows:

Operational Tags: Where needed for proper and adequate information on operation and maintenance of plumbing systems, provide tags of plasticized card stock, either pre-printed or hand printed to convey the message; example: "DO NOT CLOSE THIS VALVE EXCEPT WHEN UNIT IS OFF."

2.5 ACCESSIBILITY OF EQUIPMENT, DEVICES, VALVES & CONTROLS:

2.5.1 General:

No valves, controls, unions, etc., shall be placed in any pipe line or electrical devices located at a location that will be inaccessible after the system is completed.

2.5.2 Access Doors:

Any controls, valves and piping controls, expansion joints, electrical devices or other apparatus which must be located in an inaccessible location shall be provided with suitable access doors (fitted in a framed hole) which will permit proper operation and servicing of the apparatus, all in accordance with governing codes.

2.5.3 Trap Primers and Primed Floor Drains:

a) Floor drains served by trap primers shall be equal to "Wade" Model W-1103- TD-5-31-6-2. Floor drains shall be 3" cast iron with cast iron flange and clamping collar, 5" dia. satin bronze strainer, backwater valve, and trap primer tapping.

b) Emergency eyewash/shower fixtures shall be provided with below floor P-traps which shall be served by trap primers. Trap primers shall be as specified above.

2.6 CLEANING, TESTING, ADJUSTMENTS AND INSPECTIONS:

2.6.1 General: Cleaning, testing, adjustments and inspections shall be accomplished in accordance with the following instructions and requirements. Provide temporary fill and drainage lines, wherever required, and connect them to the piping systems for these procedures and, finally, upon completion disconnect and remove these temporary lines.

2.6.2 Cleaning and Oiling: All piping systems shall be thoroughly cleaned of grease, iron cuttings, welding slag, loose scale and other refuse. Should any pipe, valves, traps, strainers, and other specialties, and equipment be stopped up by refuse, disconnect, clean and reconnect such pipe, equipment and material. All strainer baskets shall be removed, cleaned and replaced.

Plumbing piping systems shall be filled and flushed with clean water for a period of not less than one hour. Pumps, pressure reducing and/or automatic valves and specialties shall be disconnected, isolated or removed from piping systems during this cleaning period; otherwise, piping systems shall be cleaned in sections before such equipment is installed.

2.7 TESTS:

2.7.1 General and Affidavit Letter of Tests: All tests are to be made in the presence of the Government's field representative. All services tested by the Contractor shall require the Contractor to submit a letter of affidavit that all systems have been tested and proven operable satisfactory to the herein requirements and codes governing such tests.

2.7.3 Domestic Water Lines. After lines are in place and before concealing, all water lines shall be subjected to a hydrostatic pressure of 150 lbs. for a period of at least 6 hours.

Test instruments shall be tested for accuracy by an approved laboratory or by the manufacturer, and certificates showing degree of accuracy shall be furnished to the Engineers.

Accurate records shall be kept of test readings and, at the close of each three-day interval, during test period, test results and field notes shall be carefully, orderly and legibly transcribed and two copies of the results submitted to the Engineers.

Tabulate the final readings and analysis, and deliver four typewritten copies of the completed report to the Engineer. The Contractor shall advise the Engineer in writing not less than 10 days in advance of when final testing will begin.

All labor and technical personnel, instruments and appliances for tests shall be furnished. If gauges, thermometers, etc., which are to be left permanently installed are used for tests, they shall not be installed until just prior to the tests to avoid possible changes in calibration.

Water and electricity will be furnished by the Owner for final operating tests.

2.8 PLUMBING WORK CLOSEOUT:

2.8.1 General: Refer to the division 1 sections for general closeout requirements. Maintain a daily log of operational data on plumbing equipment and systems through the closeout period; record hours of operation, assigned personnel, consumption and similar information; submit copy to Owner.

2.8.2 RED LINED RECORD DRAWINGS: FOR PLUMBING WORK, GIVE SPECIAL ATTENTION TO THE COMPLETE AND ACCURATE RECORDING OF UNDERGROUND PIPING, OTHER CONCEALED AND NON-ACCESSIBLE WORK, BRANCHING ARRANGEMENT AND VALVE LOCATION FOR PIPING SYSTEMS, SENSORS AND OTHER CONTROL DEVICES, AND WORK OF CHANGE ORDERS WHERE NOT SHOWN ACCURATELY BY CONTRACT DOCUMENTS. RECORD ALL VALVES, ETC., WITH ANY PIPING OR EQUIPMENT DEVIATION WITH RED-LINED PENCIL ONTO ONE (1) NEATLY LETTERED, RECORD SETS OF RED-LINED PRINTS TO THE GOVERNMENT AT THE COMPLETION OF THE PROJECT. THIS WILL SERVE AS "AS-BUILT" RECORD SET FOR THE OWNER.

2.8.2 Turn-Over of Operation: At the time of substantial completion, turn over the prime responsibility for operation of the plumbing equipment and systems to the Owner's operating personnel.

END OF SECTION 22 00 01

SECTION 22 00 50

BASIC MATERIALS AND METHODS

1. RELATED DOCUMENTS:

The provisions of Division 1 and Section 22 00 01 shall govern this section.

1.1 PIPE AND FITTINGS:

1.1.1 Cast Iron Soil Pipe and Fittings shall be service weight centrifugally spun cast iron – “SV” pipe equal to “Tyler Pipe Co.”, Tyler, Texas, conforming to current ASTM-A74, 1992. Joints for cast iron soil pipe shall be made with hot virgin lead and white oakum, or neoprene rubber gaskets, or no-hub fittings and gasketed clamps. Pipe by “Charlotte Pipe” is also approved for use.

1.1.2 ABS and PVC DWV Soil Pipe and Fittings shall be "Charlotte Pipe and Foundry Company", "ITT Grinnell," or approved equal, Schedule 40, DWV, ABS pipe conforming to ASTM D-2661 or Type 1, PVC Pipe conforming to ASTM-D-2665, ASTM-D- 1785, NSF listed. Fittings shall be "Charlotte", or equal, Schedule 40, DWV ABS or PVC fittings, conforming to ASTM D-2661 for ABS or ASTM D-2665 for PVC. (All drainage bends and water closets, unless noted otherwise, shall be served only by long sweep bends type fittings throughout.)

1.1.3 Vitrified Clay Pipe and Fittings shall be extra strength conforming to ASTM C200-65-T.

Joints for vitrified clay pipe shall be made with untarred rope oakum and either "Jointite," "J-C 60" or approved equal compound poured at a temperature of 300 degrees F. to 400 degrees F. In lieu of the above, optional push-on type may be used as listed below.

AT THE CONTRACTOR'S OPTION, A PUSH-ON TYPE VITRIFIED CLAY PIPE WITH PLASTICIZED VINYL CHLORIDE SEALS, FACTORY-MADE AND CAST TO THE PIPE, CONFORMING TO ASTM C- 425-66-T, MAY BE USED.

1.1.4 Steel Pipe shall be Schedule 40 galvanized steel pipe conforming to current ASTM A-120-72.

Fittings for galvanized steel pipe shall be 150 lb. galvanized malleable iron banded type conforming to ANSI B16.3-66, galvanized cast iron drainage type conforming to current ANSI B16.12-65.

Unions for steel pipe shall be 300 lb. ground joint type with brass-to-iron seats, galvanized, conforming to current ANSI B16.3-66.

Steel Pipe Nipples shall be of the same material as the pipe lines in which they are installed. No all thread (close) nipples will be permitted.

Joints in steel pipe shall be made with a non-hardening pipe compound applied to the male threads only.

1.1.5 Copper Pipe and Fittings (Domestic Water and Drains Piping Only): Shall be Type "K" or "L" as required, hard drawn copper tubing conforming to current ASTM B-88-71.

Fittings for domestic water, and drains only, shall be copper tubing shall be wrought copper ("lead-free" joints) solder type conforming to current ANSI B16.22-63.

Joints in copper tubing 1-1/2" and smaller shall be made with "lead-free" only, a non-corrosive flux and solder composed of 95% tin and 5% antimony. Joints in copper tubing 2" and larger shall be made with a non-corrosive flux and either "Sil-Fos," "Easy-Flo," "Phos-Copper", lead-free solder.

Each length of copper tubing and each fitting shall be permanently marked with the trademark of the manufacturer. Each length of copper tubing shall also be permanently marked with type of tubing. No copper tubing or fittings of foreign manufacture will be permitted to be used.

Where pipe passes through walls, use galvanized iron sleeve with double layers of tar paper between pipe and sleeves to prevent electrolysis.

Furnish and install dielectric couplings at all connections of dissimilar metals as required.

1.1.6 Exterior Water Pipe and Fittings and Specialties: The following specifications for underground service for pipe, fittings, gate valves, fire hydrants and valve boxes are as follows:

1.1.6.1. Pipe: All pipe shall be made in the USA.

1.1.6.1.1 Ductile Iron Water Pipe: Manufactured and tested in accordance with ANSI A21.51 - Minimum Class 51. Cement lining per ANSI A21.4. Push-on joints per ANSI A21.11, except gaskets shall be synthetic rubber.

1.1.6.1.2 Galvanized Steel Pipe: Standard weight with threaded and coupled joints meeting the requirement of AWWA C200.

1.1.6.2 Fittings: All fittings shall be made in the USA.

1.1.6.2.1 Compact Ductile Iron Fittings: 4" through 12" fittings, shall be made from Ductile Iron Grade 70-50-05 per ANSI A21.53. Fittings and accessories shall be mechanical joint per ANSI A21.10 and A21.11. Wall thickness shall be equivalent to Ductile Iron Class 54. Exterior bituminous coating per ANSI A21.10. Cement lining per ANSI A21.4.

1.1.6.2.2 Ductile and Gray Iron Fittings - 3" through 48". All cast and ductile iron fittings shall be manufactured and tested per ANSI A21.10. The iron shall comply with ASTM A48, Class 25 for cast iron fittings and shall be Grade 70-50-05 for ductile iron fittings. Metal thickness shall conform to AWWA C100, Class D. Mechanical joints shall comply with ANSI A21.11.

1.1.6.2.3 Galvanized Fittings. All 2: fittings shall be standard weight malleable galvanized iron with standard iron pipe thread.

1.1.6.3 Gate Valves: Iron-Body Bronze-Mounted, sizes 3" - 12" inclusive. Order Specification: Double-Disc, Parallel Seats, Non-Rising Stem (NRS), Rated at 200 psi WWP, O-Ring Seals, Standard 2" Square Wrench Nut, and conforming to AWWA C-500 in all respects.

Check with the local water system engineering office for direction of opening.

APPROVED IBBM VALVES, SIZES 3" - 12", INCLUSIVE:

NAME	CATALOG #, MJ ENDS
1. American Darling	55
2. Ludlow	AWWA
3. Mueller	A-2380-20
4. Smith-Metropolitan, U.S. Pipe	3460

All 2" valves shall be bronze gate valves, solid wedge, inside screw, non-rising spindle, rated 125 psi SWP or 200 psi WOG, Open Left, screwed ends, with standard markings and complying with Fed. Spec. WW-V-54.

APPROVED BRONZE VALVES, SIZE 2":

NAME	CATALOG #
1. Crane Company	438
2. Jenkins Brothers	370
3. Kennedy Valve Mfg. Co.	427
4. Lunkenheimer Co.	2129

Check with the local water system engineering office for specifications on all valves over 12" size.

1.1.6.4 **Fire Hydrants:** All fire hydrants shall be 4-1/2" minimum nominal valve opening, national standard nozzle threads and operating details, two 2-1/2" nozzles and one 4" nozzle, 6" MJ inlet connection, depth of bury to suit field conditions, painted highway safety yellow, breakable ground flange and conforming to AWWA C502. Check with the local water system engineering office for direction of opening.

APPROVED FIRE HYDRANTS:

<u>NAME</u>	<u>CATALOG #</u>
1. American-Darling	B-62-B
2. American-Darling	MK 73-1
3. A.P. Smith, U.S. Pipe	H205
4. Mueller	A24007
5. Mueller "Centurion"	A-421

1.1.6.5 **Valve Boxes:** All valve boxes shall conform to the local water system standard (OPELIKA 107-2) and must be approved by the local water system.

1.1.7 **Copper Piping for Medical Gases and Medical and Vacuum Piping Systems:** See Section 15P205 - "Medical Gas Piping Systems and Accessories".

1.2 VALVES:**1.2.1 GENERAL:**

Valves shall be furnished and installed as indicated on the drawings. Valves shall be of manufacturer and model as listed below:

Crane Jenkins Nibco Hammond

A. GATE VALVES:

2" & Smaller

Screwed Ends	1700	47	T-111	IB640
Solder Ends	1700-S	1242	S-111	IB635

B. GLOBE VALVES:

2" & Smaller

Screwed Ends	108	1703-A	T-211	IB413T
Solder Ends	109	1703-S	S-235	IB423

C. CHECK VALVES:

2" & Smaller

Screwed Ends	1707-S	92-A	T-413	IB938
Solder Ends	1707-S	1222	S-413	IB941

D. BALL VALVES:

2" & Smaller

Screwed Ends	9302-H	30-A	T-590-W	BV-711-T
Solder Ends	9322-H	30-A	S-580	806

NOTE: Contractor has the option to substitute Ball valves for Gate valves listed above.

1.3 Piping Specialties:

1.3.1 Escutcheons shall be heavy chrome plated brass of sufficient depth to cover any connection between chrome plated pipe or tubing, copper or steel pipe, and shall be held in place with Allen-Headset screws where applicable.

1.3.2 Floor, Wall and Ceiling Plates shall be chromium plated, either self- locking or set screw secured type, of sufficient width and depth to cover projecting sleeves and insulation, and shall be securely fastened to piping or sleeves as required. Plates shall be comparable in all respects to Beaton & Cadwell Mfg. Co. products No. 36 for floor, and No. 3A for walls and ceilings. Products of similar design manufactured by Beaton & Corbin Mfg. Co., Fee & Mason, or approved equal will be acceptable.

1.3.3 Sleeves through Walls shall be provided and shall be Schedule 40 galvanized steel pipe of sufficient size to clear pipe or, where pipe is insulated, both pipe and insulation, by a minimum of 1/4" on all sides. The sleeves shall be installed as walls are constructed. Fire-stopping of all sleeves shall be provided with "U.L." No. 1479 tested and approved non-asbestos fire retardant sealant foam, completely filling all the annular space.

1.3.4 Sleeves through floor slabs above grade or roof shall be constructed of Schedule 40 galvanized steel pipe. All sleeves shall be of sufficient size to clear pipe or, where pipe is insulated, both pipe and insulation by a minimum of 1/4" on all sides. The sleeves shall be installed before the floor is placed. All annular spaces between pipe/pipe sleeve shall be filled with a "U.L." No. 1479 tested and approved non-asbestos fire retardant sealant foam material.

1.3.5 Strainers shall be Armstrong Type ALSC, Yarway Fig. 901 Sarco Type "AT" or approved equal and shall have screen for water service.

1.3.6 Water Hammer Arresters shall be provided as specified in the specific sections of the specifications called for and shall be "Josam," "Zurn," "Amtrol," "Smith," or equal, all conforming to Plumbing and Drainage Institute, installed per the manufacturers' directions.

1.4 Mechanical Supporting Devices. Support spacing for horizontal lines of pipe shall be as follows:

Pipe Size	Support Spacing
1" & Larger.....	10" - 0" maximum
3/4" & 1/2".....	8" - 0" maximum

In locations where a number of fittings may be necessary, additional supports shall be installed so as to prevent severe strains on the connecting pipe lines.

1.4.1 Pipe Hangers and Supports:

Hangers for steel and cast iron pipe shall be for all sizes: Grinnell Fig. 260, F&S Fig. 86, Fee & Mason Fig. 239, Elcen Fig. 12, or approved equal.

Hangers for insulated copper tubing shall be Grinnell Fig. 260, Elcen Fig. 12, F & S Fig. 86, or approved equal. Hanger rods for bare copper tubing shall be Grinnell Fig. No. CT-99C (coated type) or all copper CT-269 adjustable ring type hangers.

Pipe hangers shall be supported from the building structure by the most suitable methods.

Pipe covering protectors for insulated piping shall be 18 gauge semi-cylindrical galvanized sheet steel shields, 18" long.

Pipe Hanger rods shall be Grinnell Fig. 140 or 253, F & S Fig. 24X, Fee & Mason Fig, 267B or approved equal. Use rod couplings and straight rods to extend eye rods where needed. Hanger rods for copper tubing shall be the same as for steel, only copper plated.

1.5 Insulation Materials:

1.5.1 All insulation materials shall be received new, boxed, packaged, and kept dry while stored until used by the Contractor. Any damaged, crushed, broken, separated or cut damaged insulation shall not be used on any pipe or equipment.

1.5.2 All insulation materials shall be of the listed maximum fire hazard classifications for services of the type specified in Section 15P180 and as listed for the specified service on piping, equipment, etc. All materials shall be installed by insulating trade type personnel and in accordance with the manufacturers recommendations per the material used.

1.5.3 Insulation for piping services shall not be installed until piping has been tested I.A.W. Section 15P001. Insulation shall not be installed on wet, or dirty surfaces of any pipe or equipment. All materials receiving insulation shall be prepared, cleaned and surfaces prepared per the manufacturer's recommendations and/or per the specifications Section 15P180.

1.5.4 All insulated piping services and equipment shall be properly identified with pipe and material markers as specified in Section 15P001.

1.5.5 All insulated pipe penetrating through walls and floors shall not have insulation continuous through sleeves but insulation shall be omitted within the sleeved annular spaces and filled with "U.L." No. 1479 approved fire-stopping sealant foam, equal to "Dow Corning" - "Firestop System."

1.5.6 Gauges: Pressure gauges shall be of the stainless steel polished case, stainless closed type ring, white background dial with embossed jet black numbers and markings, clear glass face cover, stainless steel black finished red tipped adjustable pointer 3 1/2" diameter (minimum) utilizing the Bourdon type bronze system and shall be all bronze movement and pipe fitting socket connection with standard tapered or fine threaded connection, 1% over mid-half scale and 1-1/2 percent accuracy over balance of scale (0-100 psig): "Trerice No. 890 Series" or approved equal by "Weksler", "Palmer", "Marshalltowne", "Hersey", "Uehling", "Ashcroft", or "Powers". Temperature gauges shall be LED digital type, all angle die cast aluminum metallic black finish case, clear acrylic plastic window & s/s cap, LED numbers on a contrasting background, brass stems with union connection, with bulb chambers of tapered fit sockets, temp. range of: (HW 30 - 240 degrees F.; CW 0 - 100 degrees F). "Trerice" EDP No. A009 or approved equal by "Weksler", "Palmer", "Marshalltowne", "Hersey", "Uehling", "Ashcroft", or "Powers". Thermometer wells shall be by same manufacturer as gauge of length and material to suit service and gauge.

END OF SECTION 22 00 50

SECTION 22 13 19

WASTE WATER DISPOSAL AND ACID WASTE DRAINAGE SYSTEMS

1. RELATED DOCUMENTS

The provisions of Division 1 and Section 22 00 01 shall govern this Section.

1. Cast Iron Soil Lines, Waste Lines, Vent Lines, Waste Stacks, Vent Stacks Drain Piping shall be service weight cast iron pipe and fittings. . All changes in direction of soil lines shall be made with Y's and 1/8 bends or sweep 1/4 bends. Piping above ground floor slab may, at the Contractor's option, be no-hub cast iron.
2. All cast iron soil pipe drain piping joints shall comply with the requirements of the Plumbing Code. No-hub joints shall be with no-hub piping gasketed clamps especially made for no-hub piping. "Charlotte" neoprene seals or approved equal may be used .

2.1 Method of Measurement

The measurement shall be lump sum for mobilization.

3. Acid Waste Drainage Systems:

3.1 Acid Waste Soil Lines, Waste Lines, Vent Lines, Waste Stacks and Vent Stacks from Laboratory Fume Hood systems and drain pipe and fittings for aboveground shall be ("Orion") flame retardant polypropylene pipe and fittings for acid waste drainage systems or ("Fuseal") as manufactured by R & G Sloane, or approved equal.

3.1.1 All changes in direction of acid waste lines shall be made with Y's and 1/8 bends or sweep 1/4 bends. All waste and vent stacks shall be solidly supported with substantial steel hangers.

3.1.2 Exposed Polypropylene Acid Waste Pipe Systems shall be joined with mechanical joints and joints shall be in accordance with the Manufacturer's recommendations. All piping joints in concealed and inaccessible locations shall be joined by the "GSR Fuseal" process in accordance with the Manufacturer's recommendations using electrical fusion coils and Manufacturer's automatically controlled output power unit.

4. Cleanouts in sanitary waste lines shall consist of extra heavy ABS Plug with hexagon nut. Cleanouts in wall construction shall be extended to and brought flush with wall surfaces, and plugs shall be tapped for attachment of and fitted with stainless steel cover plate.

4.1 Cleanouts in Acid Waste lines shall consist of a clean out tee and plug of similar material to the line from which it extends. Cleanouts in wall construction shall be extended to and brought flush with wall surfaces, and plugs shall be tapped for attachment of a fitted stainless steel cover plate.

END OF SECTION 22 13 19

General Decision Number: OR150022 01/16/2015 OR22

Superseded General Decision Number: OR20140022

State: Oregon

Construction Type: Building

County: Benton County in Oregon.

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

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015
1	01/09/2015
2	01/16/2015

BROR0001-015 06/01/2014

Benton (South)

	Rates	Fringes
BRICKLAYER.....	\$ 32.68	16.15
TILE FINISHER.....	\$ 22.36	11.47
TILE SETTER.....	\$ 29.99	14.99

BROR0001-016 06/01/2014

Benton (North)

	Rates	Fringes
BRICKLAYER.....	\$ 33.88	16.50
TILE FINISHER.....	\$ 22.36	11.47
TILE SETTER.....	\$ 29.99	14.99

CARP0001-024 06/01/2012

	Rates	Fringes
Carpenters: Excluding Form Work.....	\$ 32.61	14.44

* ELEC0280-002 01/01/2015

BENTON, CROOK, DESCHUTES, JEFFERSON, LANE (EAST OF A LINE RUNNING NORTH AND SOUTH FROM THE NORTHEAST CORNER OF COOS COUNTY TO THE SOUTHEAST CORNER OF LINCOLN COUNTY), LINN, MARION, POLK AND YAMHILL (SOUTHERN HALF) COUNTIES

	Rates	Fringes
CATV Installer.....	\$ 27.29	13.32
Communications & Systems Technician.....	\$ 27.29	13.32

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound vision and digital for commercial, education, security and entertainment purposes for the TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS:
SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation Inventory Control Systems Digital Data Systems Broadband and Baseband and Carriers Post of Sale Systems VSAT Data Systems Data Communication Systems RF and Remote Control Systems Fiber Optic Data Systems

B. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS:
Background foreground music Intercom and telephone interconnect systems Telephone systems Nurse call systems Radio page systems School intercom and sound systems Burglar alarm systems Low voltage master clock systems Multi media/multiplex systems Sound and musical entertainment systems RF systems Antennas and Wave Guide

C. FIRE ALARM SYSTEMS:
Installation, wire pulling and testing

D. TELEVISION AND VIDEO SYSTEMS:
Television monitoring and surveillance systems Video security systems Video entertainment systems Video educational systems Microwave transmission systems CATV and CCTV

E. SECURITY SYSTEMS:
Perimeter security systems Vibration sensor systems Card access systems Access Control systems Sonar/Infrared monitoring equipment

ELEC0280-010 01/01/2015

	Rates	Fringes
ELECTRICIAN.....	\$ 37.41	17.75

* ENGI0701-020 01/01/2015

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 39.47	14.10
GROUP 1A.....	\$ 41.44	14.10
GROUP 1B.....	\$ 43.42	14.10
GROUP 2.....	\$ 37.58	14.10
GROUP 3.....	\$ 36.44	14.10
GROUP 4.....	\$ 35.36	14.10

GROUP 5.....	\$ 34.13	14.10
GROUP 6.....	\$ 30.94	14.10

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: CRANE: Helicopter Operator, when used in erecting work; Whirley Operator, 90 ton and over; LATTICE BOOM CRANE: Operator 200 tons through 299 tons, and/or over 200 feet boom; HYDRAULIC CRANE: Hydraulic Crane Operator 90 tons through 199 tons with luffing or tower attachments

GROUP 1A: HYDRAULIC CRANE: Hydraulic Operator, 200 tons and over (with luffing or tower attachment); LATTICE BOOM CRANE: Operator, 200 tons through 299 tons, with over 200 feet boom;

GROUP 1B: LATTICE BOOM CRANE: Operator, 300 tons through 399 tons with over 200 feet boom; Operator 400 tons and over

GROUP 2: CRANE: Cableway Operator, 25 tons and over; HYDRAULIC CRANE: Hydraulic crane operator 90 tons through 199 tons (without luffing or tower attachment); TOWER/WHIRLEY OPERATOR: Tower Crane Operator; Whirley Operator, under 90 tons; LATTICE BOOM CRANE: 90 through 199 tons and/or 150 to 200 feet boom; HYDRAULIC CRANE: Hydraulic crane operator, 50 tons through 89 tons (with luffing or tower attachment); BLADE: Auto Grader; Blade Operator-Robotic; Rubber tired scraper with tandem scrapers, multi-engine Trenching Machine-Wheel Operator

GROUP 3: HYDRAULIC CRANE: Hydraulic crane operator, 50 tons through 89 tons (without luffing or tower attachment); LATTICE BOOM CRANES: Lattice Boom Crane-50 through 89 tons (and less than 150 feet boom); Rubber Tired Scraper: with tandem scrapers; self loading, paddle wheel, auger type, finish and/or 2 or more units.

GROUP 4: CRANE: Hydraulic Crane Operator, under 50 tons; LATTICE BOOM CRANE OPERATOR: Lattice Boom Crane Operator, under 50 tons; TRACKHOE-ROBOTIC: up to and including 20,000 lbs. with any or all attachments; BLADE: Blade operator; Tractor operator with boom attachment; DRILLING: Churm Drill and Earth Boring Machine Operator; Directional Drill Operator over 20,000 lbs pullback; CRANE: Chicago boom and similar types; Boom type lifting device, 5 ton capacity or less; HYDRAULIC HOES: Robotic Hydraulic backhoe operator, track and wheel type up to and including 20,000 lbs. with any or all attachments; Asphalt Paver; Screed Operator; Rubber-Tired Scraper, single engine, single scraper; Compactor-Self Propelled; Trenching Machine, digging capacity over 3 ft Depth.

GROUP 5: TRACKHOE-HYDRAULIC: up to and including 20,000 lbs.; Boom truck operator; DRILLING: Churm Drill and Earth Boring Machine Operator; Directional Drill Operator less than 20,000 lbs pullback; HYDRAULIC HOES: Hydraulic Backhoe Operator, wheel type (Ford, John Deere, Case type); Hydraulic Backhoe Operator track type up to and including 20,000 lbs.; Concrete Pumper; Concrete Paver: Compactor

GROUP 6: LOADERS: (less than 1 cu yd.); Roller (Non-Asphalt); Oiler; Bobcat/Skid Loader; Grade Checker; Crane oiler

Zone Differential (add to Zone 1 rates):

Zone 2 - \$3.00

Zone 3 - \$6.00

For the following metropolitan counties: MULTNOMAH;
CLACKAMAS; MARION; WASHINGTON; YAMHILL; AND COLUMBIA;
CLARK; AND COWLITZ COUNTY, WASHINGTON WITH MODIFICATIONS AS
INDICATED:

All jobs or projects located in Multnomah, Clackamas and
Marion Counties, West of the western boundary of Mt. Hood
National Forest and West of Mile Post 30 on Interstate 84
and West of Mile Post 30 on State Highway 26 and West of
Mile Post 30 on Highway 22 and all jobs or projects located
in Yamhill County, Washington County and Columbia County
and all jobs or projects located in Clark & Cowlitz County,
Washington except that portion of Cowlitz County in the Mt.
St. Helens "Blast Zone" shall receive Zone I pay for all
classifications.

All jobs or projects located in the area outside the
identified boundary above, but less than 50 miles from the
Portland City Hall shall receive Zone II pay for all
classifications.

All jobs or projects located more than 50 miles from the
Portland City Hall, but outside the identified border
above, shall receive Zone III pay for all classifications.

For the following cities: ALBANY; BEND; COOS BAY; EUGENE;
GRANTS PASS; KLAMATH FALLS; MEDFORD; ROSEBURG

All jobs or projects located within 30 miles of the
respective city hall of the above mentioned cities shall
receive Zone I pay for all classifications.

All jobs or projects located more than 30 miles and less than
50 miles from the respective city hall of the above
mentioned cities shall receive Zone II pay for all
classifications.

All jobs or projects located more than 50 miles from the
respective city hall of the above mentioned cities shall
receive Zone III pay for all classifications.

IRON0029-011 07/01/2013

	Rates	Fringes
IRONWORKER (Ornamental, Reinforcing, and Structural).....	\$ 34.12	21.35

LABO0001-030 09/01/2014

	Rates	Fringes
Laborers: (Mason Tender-Cement/Concrete).....	\$ 27.44	13.10

LABO0001-031 06/01/2014

	Rates	Fringes
Laborers: (Mason Tender-Brick)...	\$ 27.44	13.10

LABO0001-032 06/01/2013

	Rates	Fringes
--	-------	---------

Laborers: (Mason Tender-Stone)...\$ 27.63 12.85

 LABO0003-008 06/01/2013

Rates Fringes

Laborers:
 GROUP 1.....\$ 26.09 12.85
 GROUP 2.....\$ 27.09 12.85

LABORER CLASSIFICATIONS

GROUP 1: Form-Stripping, Power Tool Operator

GROUP 2: Vibrating Plate, Grade Checker, Pipelayer

 PAIN0055-020 07/01/2013

Rates Fringes

Painters:
 Brush, Roller and Spray.....\$ 21.01 8.83

 PAIN0055-021 07/01/2014

Rates Fringes

DRYWALL FINISHER/TAPER.....\$ 32.93 13.64

 PAIN0740-002 12/01/2014

Rates Fringes

GLAZIER.....\$ 34.95 16.19

 PLAS0082-003 06/01/2011

Rates Fringes

PLASTERER.....\$ 25.08 11.32

 PLAS0555-006 06/01/2014

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 29.98 17.76

 PLUM0290-008 04/01/2013

Rates Fringes

Plumbers and Pipefitters.....\$ 39.71 22.10

 ROOF0049-005 06/01/2014

Rates Fringes

Roofers:
 BENTON, CROOK, DESCHUTES,
 HARNEY, JACKSON, KLAMATH,
 LAKE, LANE, LINCOLN, LINN,
 MALHUER, MARION, POLK, AND
 YAMHILL COUNTIES.....\$ 24.19 12.06

 SHEE0016-011 07/01/2013

	Rates	Fringes
Sheet Metal Worker.....	\$ 36.68	16.61

SUOR2009-020 11/09/2009		

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 22.80	7.10
LABORER: Common or General.....	\$ 17.01	9.95
LABORER: Landscape.....	\$ 14.02	2.63
OPERATOR: Excavator.....	\$ 23.43	7.61
OPERATOR: Forklift.....	\$ 20.28	8.18
SPRINKLER FITTER (Fire Sprinklers).....	\$ 29.38	5.49
TRUCK DRIVER: Dump Truck.....	\$ 15.50	9.05
TRUCK DRIVER: Water Truck.....	\$ 18.40	5.33

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 a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

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

Union prevailing wage rates are updated to reflect all rate

changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

=====

END OF GENERAL DECISION

PART IV--REPRESENTATIONS AND INSTRUCTIONS

**SECTION K--REPRESENTATIONS, CERTIFICATIONS, AND
OTHER STATEMENTS OF OFFERORS OR RESPONDENTS**

NOTE: Offerors should address questions concerning VETS-100 reporting and reporting requirements to the Office of Veterans Employment and Training Services offices at the following address:

U. S. Department of Labor
VETS-100 Reporting
4200 Forbes Blvd., Suite 202
Lanham, MD 20703
Telephone: (301) 306-6752
Reporting Questions: vets100-customersupport@dol.gov
Reporting Verification: vets100-customersupport@dol.gov

**K-1 SIZE STANDARD AND NAICS CODE INFORMATION (AGAR 452.219-70)
(JANUARY 2005)**

The North American Industrial classification System Code(s) and business size standard(s) describing the products and/or services to be acquired under this solicitation are listed below:

Contract line item(s): ALL
--NAICS Code 238220
--Size Standard \$15 million

The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

**K-2 GOVERNMENT EMPLOYEES, FORMER USDA EMPLOYEES, AND USDA
RETIREES**

The offeror/quoter represents and certifies that--

- (a) It [] is, [] is not a current Federal Government employee.
- (b) It [] is, [] is not a former USDA EMPLOYEE.
- (c) It [] is, [] is not a retired USDA employee. If retired, give date of retirement _____.
- (d) It [] has, [] has not taken a voluntary separation incentive payment (also known as a buy out).
- (e) It [] is, [] is not related to a current Forest Service employee on any forest service unit. If so, list employee's name and location. _____.
- (f) The firm [] is, [] is not substantially owned or controlled by a former USDA employee or retiree.

(End of provision)

K-3 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FAR 52.204-8)(MAY 2014)

(a)

(1) The North American Industry classification System (NAICS) code for this acquisition is 238220.

(2) The small business size standard is \$15 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

(ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)

(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

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

(vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

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

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

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

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

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

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

(xvii) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

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

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-- Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.

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

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

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

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

[Contracting Officer check as appropriate.]

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

___ (A) Basic.

___ (B) Alternate I.

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

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

___ (iv) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

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

___ (vi) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

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

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

FAR Clause	Title	Date	Change

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

(End of Provision)

K-4 AUTHORIZED DEVIATIONS IN PROVISIONS (FAR 52.252-5)(APR 1984)

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

(b) The use in this solicitation of any Agriculture’s Acquisition Regulation (48 CFR Chapter 4) provision with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

(End of Provision)

K-5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION (AGAR 452.209-70) ALTERNATE 1 (FEB 2012) (DEVIATION 2012-01)

(a.) Awards made under this solicitation are subject to the provisions contained in the Consolidated Appropriations Act, 2012 (P.L. No. 112-74), Division E, Sections 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. To comply with these provisions, all offerors must complete paragraph (1) of this representation, and all corporate offerors also must complete paragraphs (2) and (3) of this representation.

(b) The Offeror represents that –

(1) The Offeror is [], is not [] (*check one*) an entity that has filed articles of incorporation in one of the fifty states, the District of Columbia, or the various territories of the United States including American Samoa, Federated States of Micronesia, Guam, Midway Islands, Northern Mariana Islands, Puerto Rico, Republic of Palau, Republic of the Marshall Islands, U.S. Virgin Islands. (Note that this includes both for-profit and non-profit organizations.)

If the Offeror checked “is” above, the Offeror must complete paragraphs (2) and (3) of the representation. If Offeror checked “is not” above, Offeror may leave the remainder of the representation blank.

(2) (i) The Offeror has [], has not [] (*check one*) been convicted of a felony criminal violation under Federal or State law in the 24 months preceding the date of offer.

(ii) Offeror has , has not (*check one*) had any officer or agent of Offeror convicted of a felony criminal violation for actions taken on behalf of Offeror under Federal law in the 24 months preceding the date of offer.

(3) The Offeror does , does not (*check one*) have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(End of provision)

**SECTION L--INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR
RESPONDENTS**

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

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

www.arnet.gov/far/

www.usda.gov/procurement/policy/agar.html

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

52.215-1 Instructions to Offerors--Competitive Acquisition (JAN 2004)

AGRICULTURE ACQUISITION REGULATIONS (48 CFR CHAPTER 4) CLAUSES

452.204-70 Inquiries (FEB 1988)

(End of provision)

L-2 SYSTEM FOR AWARD MANAGEMENT (FAR 52.204-7)(JUL 2013)

(a) Definitions. As used in this provision—

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System+4 (DUNS+4) number” means the DUNS number means the number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional System for Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

“Registered in the System for Award Management (SAM) database” means that—

(1) The Offeror has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see Subpart 4.14), into the SAM database; and

(2) The offeror has completed the Core, Assertions, and Representations and Certification, and Points of contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process.

(4) The Government has marked the record “Active”.

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS or DUNS+4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) Via the internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

(End of Provision)

L-3 FACSIMILE PROPOSALS (FAR 52.215-5) (OCT 1997)

(a) *Definition.* "Facsimile proposal," as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.

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

(c) The telephone number of receiving facsimile equipment is: **541-750-7236**.

(d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document—

(1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal.

(2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and

(3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timelines, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

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

(End of provision)

L-4 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)

The Government contemplates award of a fixed-price contract resulting from this solicitation.

(End of provision)

L-5 CONSTRUCTION WAGE RATE REQUIREMENTS—SECONDARY SITE OF THE WORK (FAR 52.222-5)(MAY 2014)

(a)

(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Construction Wage Rate Requirements, of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b)

(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

(End of Provision)

**L-6 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FAR 52.222-23) (FEB 1999)
(Applicable if contract exceeds \$10,000)**

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered are, are as follows:

Goals for minority participation for each trade

2.9 Percent

Goals for female participation for each trade

6.9 percent

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the *Federal Register* in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative actions obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U. S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the--

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is **Benton County**.

L-7 NOTICE OF BUY AMERICAN REQUIREMENT--CONSTRUCTION MATERIALS
(FAR 52.225-10)(MAY 2014)

(a) *Definitions.* "Commercially available off-the-shelf (COTS) item," "construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American--Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the Contracting Officer in time

to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers.

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested—

- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
- (ii) May be accepted if revised during negotiations.

(End of provision)

L-8 SITE VISIT (CONSTRUCTION) (FAR 52.236-27) (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation.

Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) An organized site visit has been scheduled for March 19th at 10:00 am

(c) Participants will meet at the Forestry Sciences Laboratory reception area

SECTION M--EVALUATION FACTORS FOR AWARD

M.1 AWARD DETERMINATION

Award will be made to that offeror (1) whose proposal is technically acceptable and (2) whose technical/cost relationship is the most advantageous to the Government. While cost is secondary to technical, it will be a factor in the award decision. The critical factor in making any cost/technical trade-off is not the spread between the technical scores, but rather what is the significance of that difference. The significance of the spread in scores will be determined on the basis of what that difference might mean in terms of performance and what it would cost the Government to take advantage of it. Awards may not necessarily be made to that offeror submitting the lowest offer. Also, award may not necessarily be made for technical capabilities that would appear to exceed those needed for the successful performance of the work. The Government reserves the right to make cost/technical trade-offs that are in the best interest and to the advantage of the Government.

Proposals will be rated to determine those offerors which are within the competitive range, price and other factors considered. Proposals should be submitted initially on the most favorable terms which the offeror can make to the Government. The Government reserves the right to reject any or all proposals or to make award without conducting discussions. Discussions (oral or written) may be conducted as appropriate with all offerors considered to be within the competitive range. For the purpose of this solicitation, discussion shall not be considered to have been initiated where the Government requests additional information supplementing or clarifying a proposal without materially changing it. Discussion shall be considered to be open negotiation with an offeror for the purpose of modifying or materially changing the proposal as submitted. Where discussions are held with one offeror within the competitive range, they will be held with all offerors within the competitive range.

Each proposal received will be carefully considered and all information submitted will be kept in strict confidence within legal constraints. This request for proposals does not commit the Government to pay any costs incurred in the preparation of the submission of proposals.

(End of provision)

M.2 EVALUATION CRITERIA

Each offeror's technical and cost proposal will be evaluated according to the criteria specified in Section M, as outlined below. Evaluation of past performance will be conducted in accordance with FAR Subpart 15.3. The proposal evaluation will be weighted and scored as follows, based on a 100-point scale:

1. Past Performance – 50 Points

Subfactors:

- Quality of Workmanship – 20 Points

- Customer Satisfaction – 15 Points
- Timeliness of Performance – 15 Points

2. Experience of the Firm and Key Personnel – 30 Points

- Experience that is indicative of:
- Relevant technical knowledge.
- Ability to perform the work and availability of key personnel.
- Business Performance Statement (i.e., relationships and cooperation with customers, coordination of subcontractors, identification and resolution of problems, and concern for customer interest).
- Safety of employees and third parties.

3. Timeline – 20 Points

Evaluation of Price Proposals: No weight will be applied to price. Price is approximately equal in importance to the technical evaluation factors. As the difference between technical scoring decreases, price will increase in relative importance.

The following 3 pages are provided for the offeror's use in submitting their proposal.

(End of provision)

