

B - SCHEDULE OF ITEMS

**HUNTER SPRINGS SPRING IMPROVEMENT
 Lewis & Clark National Forest
 Musselshell Ranger District
 Meager County, Montana**

Pay Item No.	Description	Method of Measure	Pay Unit	Estimated Quantity	Unit Price (\$)	Total (\$)
1	Complete removal of existing structures and obstructions. Trenching, backfilling and compacting for underground utilities. Install Waterlines and appurtenances to complete the spring development with concrete pipe head box	LSQ	Lump Sum	1	\$_____	\$_____
					Total	\$_____

LSQ – Lump Sum Quantity

This is a Request for Quotation (RFQ) and therefore, no public opening will be held. The results will not be made public prior to award. Quotes submitted in response to this RFQ will not be returned, but will be retained by the U.S. Forest Service for official record purposes. The RFQ does not commit the Government to pay any costs incurred in the preparation or the submission of this quote, or to make any award.

Vendor must be registered in www.sam.gov (which replaces CCR/ORCA registrations) prior to award.

Price quotation furnished by:

Name _____ Phone () _____

Address _____ FAX () _____

_____ E-mail _____

DUNS # _____

C - STATEMENT OF WORK

a) Description of Work

Hunter Springs Administration Site Spring Improvement work consists of the redevelopment of the existing spring. Included are the removal of the existing spring box, spring collection structure, water lines, and roadside hydrant, and the installation of a new spring box, spring collection system, piping, valves/boxes, roadside hydrant and incidental related work.

(b) Project Location.

The Hunter Springs Roadside Spring is located approximately 25 miles northeast of Checker Board, Montana, on Forest Service Road 274, in Meagher County.

(c) Price Range. Under \$25,000

(d) Pre-bid Tour. None

(e) Pre-bid Conference. None

(f) Contract Time /Starting Date. The estimated starting date for this project is September 1, 2013 with completion by September 30, 2013.

(g) Government Furnished Materials. None.

C-2 DRAWINGS & SPECIFICATIONS

The following drawings are applicable to this solicitation.

<u>SHEET NUMBER</u>	<u>DESCRIPTION</u>
1	Cover Sheet
2	Vicinity Map & Existing Site Plan
3	Demolition Site Plan
4	Construction Site Plan
5	Spring Box Structure
6	Spring Collection System
7	Spring Box Grading
8	Aluminum Access Door
9	Valve Box, Daylight Drain, & Water Hydrant Details

The following specifications are applicable to this solicitation.

<u>SPECIFICATION NUMBER</u>	<u>DESCRIPTION</u>
01010	Summary Of Work
02120	Removal Of Structures & Obstructions
02221	Trenching, Backfilling, & Compacting For Underground Utilities
02713	Water Lines & Appurtenances
15220	Spring Development (With Concrete Pipe)

SECTION 01010
SUMMARY OF WORK

PART I - GENERAL

1.1 LOCATION OF PROJECT

Project work is located at Hunter Springs Administrative Site, Musselshell Ranger District, Lewis & Clark National Forest, Meagher County, Montana.

1.2 ACCESS TO WORK SITE

Hunter Springs Administrative Site is located approximately 25 miles northeast of Checker Board, MT on Forest Service Road 274.

1.3 DESCRIPTION OF WORK

- A. Furnish all labor, materials, equipment, supervision, and transportation necessary to complete the improvements of the existing spring source and distribution system as specified herein.
- B. The major items of work include the following:
 - 1. Remove and dispose of existing concrete valve vault.
 - 2. Remove and dispose of existing concrete roadside water hydrant.
 - 3. Remove and dispose of existing spring diversion structure and associated piping.
 - 4. Remove and dispose of existing inlet line, outlet lines, drain line, and overflow lines.
 - 5. Install a new spring collection system in accordance with the drawings and specifications.
 - 6. Furnish and install new precast concrete spring box and associated equipment in accordance with the drawings and specifications.
 - 7. Install new galvanized piping and associated fittings and couplings as shown on the drawings.
 - 8. Install one (1) new roadside water hydrant using recycled plastic lumber in accordance with the drawings and specifications.
 - 9. Install an isolation valve/box/drain line at new roadside water hydrant.

1.4 START OF WORK

It is anticipated work will begin approximately September 1, 2013.

1.5 CONTRACT TIME

Work shall be completed no later than 30 calendar days after effective date of NOTICE TO PROCEED.

1.6 PRE-BID TOUR

There will not be a pre-bid tour. Those desiring directions to the project site may contact Dan Woods, Lewis and Clark National Forest Facilities Engineer, telephone (406) 791-7750.

1.7 USE OF GOVERNMENT FACILITIES

A. Sanitary Facilities: No sanitary facilities available.

B. Electrical Power: No electrical power available.

C. Potable Water: The potable water system will be modified under this contract and is the only potable water available at this site.

D. Refuse disposal: All refuse, including garbage, rubbish, and solid or liquid wastes from the Contractor's operations, including parking areas and equipment maintenance areas, shall be stored, collected, and disposed of in a sanitary and nuisance-free manner at a county sanitary landfill or a commercial sanitary landfill or other means satisfactory to the CO.

1.8 PROJECT SCHEDULING

A. The access road (FS Road 6429) that passes by the spring area will be open to the public throughout the duration of work under this contract.

B. The Contractor shall take precautions to complete the work with minimum practical disruptions to normal use of the access road.

C. The Contractor shall install and maintain warning signs and barricades as required to safeguarding the public from the project work.

D. Work Scheduling: No work shall be completed during weekends except with prior approval from CO.

1.9 SUBMITTALS

A. It shall be the Contractor's responsibility to submit all items to the COR with such promptness as to cause no delay in the work. Approvals must be obtained before starting work which involves the item. The Contractor shall allow 10 business days for processing of submittals by the Government.

B. Manufacturer's Literature or Drawings: Submit 3 copies to the Engineer for approval on the items required herein. Literature shall be marked or otherwise designated to indicate the exact model, size, etc., the Contractor proposes to use. Information shall be adequate to determine compliance with the specifications without additional research by the Engineer. One copy of approved submittals will be returned to Contractor.

C. Provide manufacturer's literature on the following:

1. Precast concrete spring box.
2. Aluminum access lid.
3. Poly liner.
4. Curb stop and box.
5. Irrigation valve box and ball valve.
6. Plastic lumber.

1.10 STORAGE OF MATERIALS

The Contractor will be allowed to store materials at the project site. Coordinate the location of the storage area with the CO. Materials subject to damage from the weather shall be adequately protected by the Contractor. The Contractor shall be solely responsible for the loss of or damage to materials stored at the job site.

1.11 DISPOSAL SITE

Unsuitable or excess excavated material shall be disposed of on-site at a location approved by the CO. Other project waste materials shall be removed from the project site and disposed of at an approved sanitary landfill, or other acceptable disposal site. No burning of construction materials or debris will be allowed at the project site.

1.12 CLEANUP

Maintain the project work area in a clean and orderly condition throughout the progress of work under this contract.

1.13 EXISTING UTILITIES

There are no other underground utilities in the work area other than the existing water lines.

1.14 MEASUREMENT AND PAYMENT

One of the following methods of measurement for determining final payment is DESIGNATED IN THE SCHEDULE OF ITEMS for each PAY ITEM.

A. **Designed Quantities (DQ).** These quantities denote the final number of 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 presentation in the contract. Changes in the number of units DESIGNATED IN THE SCHEDULE OF ITEMS may be authorized under any of the following conditions:

- (1) Changes in the work authorized by the CO.
- (2) A determination by the CO that errors exist in the original design that cause a PAY ITEM quantity to change by 15 percent or more.
- (3) A written request submitted to the CO showing evidence of errors in the original design that cause the quantity of a PAY ITEM 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 in error.

- B. **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.
- C. **Actual Quantities (AQ).** These quantities are determined from measurements of completed work.

Payment will be by units defined and determined according to measure. Unless otherwise specified, the meanings of the following terms are as follows:

- A. **Each.** One entire unit, which may consist of one or more parts. The quantity is the actual number of units completed and accepted.
- B. **Lump Sum (LS).** Do not measure directly. The bid amount is complete payment for all work described in the contract and necessary to complete the work for that item.
- C. **Lineal Foot (LF).** The measurement taken along the centerline of the water line.

END OF SECTION

SECTION 02120
REMOVAL OF STRUCTURES & OBSTRUCTIONS

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

This section includes removing and disposing of existing concrete valve vault, concrete roadside water hydrant, spring collection box with concrete cover, spring box overflow piping, inlet/outlet piping, drain to daylight piping, and indicated water supply piping.

1.2 RELATED WORK IN OTHER SECTIONS

- A. Water Lines and Appurtenances – Section 02713
- B. Spring Development Work - Section 15220

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

3.1 PROTECTION

- A. Locate, identify, and protect existing utilities from damage.
- B. Protect benchmarks and existing structures from damage or displacement.

3.2 VEGETATION REMOVAL

Remove only brush and trees that have been pre-approved for removal by the CO. Dispose of brush and slash on site at locations designated by the CO. Saw trees into 18 inch long rounds and place rounds were designated by the CO.

3.3 EXISTING CONCRETE VALVE VAULT

Remove the existing concrete valve vault in its entirety and dispose of it off Forest Service lands at an approved sanitary landfill, or other acceptable disposal site.

3.4 EXISTING CONCRETE ROADSIDE WATER HYDRANT

Remove the existing concrete roadside water hydrant in its entirety and dispose of it off Forest Service lands at an approved sanitary landfill, or other acceptable disposal site.

3.5 EXISTING SPRING COLLECTION BOX WITH CONCRETE COVER

Remove the existing spring collection box with concrete cover in its entirety and dispose of it off Forest

Service lands at an approved sanitary landfill, or other acceptable disposal site.

3.6 EXISTING SPRING BOX PIPING

Remove all existing spring box piping in their entirety and dispose of them off Forest Service lands at an approved sanitary landfill, or other acceptable disposal site.

3.7 EXISTING PIPING ASSOCIATED WITH CONCRETE VALVE VAULT

Remove all existing piping associated with the concrete valve vault including the water supply line to the existing concrete roadside water hydrant in their entirety and dispose of them off Forest Service lands at an approved sanitary landfill, or other acceptable disposal site.

PART 4 – MEASUREMENT AND PAYMENT

4.1 GENERAL

The method of measurement will be as designated in the SCHEDULE OF ITEMS.

The accepted quantities will be paid for at the contract unit price for each Pay Item shown below and in the SCHEDULE OF ITEMS.

For each pay item, payment will be for all labor, equipment, transportation, supervision, operating supplies, materials, and incidentals necessary to complete the pay item work as shown on the Plans and specified in this section and referenced specification sections.

<u>Pay Item</u>	<u>Description</u>	<u>Pay Unit</u>
1	REMOVAL OF STRUCTURES & OBSTRUCTIONS Measurement and payment will be for the removal and disposal of existing concrete valve vault, concrete roadside water hydrant, spring box with concrete cover, spring box piping, valve vault piping, and indicated water supply piping, including excavation, backfill material, backfilling, and other required work, complete.	Lump Sum

END OF SECTION

SECTION 02221

TRENCHING, BACKFILLING, AND COMPACTING FOR UNDERGROUND UTILITIES

PART I – GENERAL

1.1 SCOPE

This section covers trenching, clearing and grubbing, excavation, backfilling, and compaction for underground utilities including water lines.

1.2 RELATED WORK IN OTHER SECTIONS

- A. Water Lines and Appurtenances – Section 02713.
- B. Spring Development Work – Section 15220.

1.3 CODES AND REGULATIONS

All work shall comply with the rules and regulations of Federal, State, and local agencies having jurisdiction.

1.4 REFERENCE POINTS

Maintain all benchmarks, monuments, and other reference points. Any benchmarks, monuments and other reference points that are disturbed or destroyed during construction shall be replaced as directed by the CO.

PART II - PRODUCTS

2.1 PIPE OR CONDUIT BEDDING MATERIALS

- A. Type 1 Pipe Bedding: Shall be select excavated material. Shall be sand, sandy gravel, or fine gravel, free from rubbish, litter, organic matter, and rock over 1-inch in maximum dimension. Where trench excavation encounters wet or unstable material, Type 1 Pipe Bedding must be free draining and non-plastic.
- B. Type 2 Pipe Bedding: Type 2 Pipe Bedding shall be used as directed by the CO to replace unsuitable material encountered in the trench bottom. Place Type 2 Pipe Bedding from the bottom of the Type 1 Pipe Bedding material to the depth required to adequately support the pipe. The Type 2 Bedding consists of imported granular material meeting the following gradation:

<u>Sieve Opening</u>	<u>% Passing</u>
1 Inch	100
No. 4	0-25
No. 8	0-10

Note: If Type 2 bedding material is required, the Contractor shall notify the CO prior to importing material. An equitable adjustment to the contract amount will be negotiated to pay for importing, placing, and compacting of Type 2 bedding material.

2.2 BACKFILL MATERIAL

Materials from excavations: Backfill material must be free of cinders, ash, refuse, organic or frozen material, rocks larger than 6-inches in maximum dimension, or other deleterious materials.

PART III – EXECUTION

3.1 CLEARING AND GRUBBING

- A. The Contractor and CO will consult on shifting the water line alignment as needed to minimize the number of trees and brush to be removed for installation of the water lines. Final location of the water lines will be subject to approval by the CO.
- B. Clearing limit shall not exceed 10 feet on both sides of center line of water lines.

3.2 EXCAVATION

- A. OSHA Trenching Standards: Meet current OSHA Safety and Health Standards for all excavation, trenching, shoring, and related work under this contract. Trench boxes, trench shields, sloping or benching systems, or suitable shoring meeting trench excavation standards of "Occupational Safety and Health Standards for the Construction Industry" (29 CFR Part 1926, Subpart P-Excavations) shall be used for trenches over 5 feet deep.
- B. Water in Excavations: Prevent surface water from flowing into excavations. If water is encountered during trench excavation, provide adequate pumping equipment and piping to keep trench free from water. Coordinate with CO to dispose of water by methods that will not impact water courses.
- C. Salvage topsoil to a minimum depth of 6 inches and windrow parallel to the trench. Do not mix other excavated material with subsoil.
- D. Excavate only when materials are available on site for installation and required testing.
- E. Material to be excavated for installation of utilities is unclassified.
- F. Excavate the depth as required for the invert grade as specified in the contract documents, allowing space for specified bedding layer. If rocks over 1-inch in maximum dimension are encountered in the lower 12 inches of trench sidewall or at the bottom of the trench, excavate at least 4 inches below the bottom of the pipe for backfilling with Type 1 Pipe Bedding.
- G. Water Lines: Excavate to provide minimum cover of 18 inches at roadside water hydrant.
- H. Complete excavations to the lines shown on the drawings.

3.3 OVER-EXCAVATION

Unauthorized over-excavation beyond limits indicated on the drawings shall be backfilled with Type 2 Bedding Material. Backfill material and compaction of unauthorized over-excavation shall be completed at the Contractor's expense.

3.4 PIPE AND CONDUIT BEDDING

A minimum of 4 inches of pipe bedding material shall be placed below piping or conduit when the trench is sub-excavated due to rocks larger than 1-inch in maximum dimension. If bedrock or hardpan is encountered in excavation, a minimum of 4 inches of pipe bedding material shall be placed on the bottom of the trench as a cushion layer for piping or conduit.

3.5 BACKFILLING OF PIPING AND CONDUIT

A. Installation of piping and conduit shall be approved by the CO prior to backfilling.

B. The pipe or conduit shall be uniformly and continuously supported over its entire length on firm stable material.

C. Type 1 bedding material shall be placed to a loose depth of 6 inches above the top of the pipe or conduit and hand tamped.

D. Backfill remaining depth of trench with trench backfill material, covered by a layer of salvaged topsoil minimum 4 inches thick. Mound material neatly over the trench.

3.6 COMPACTION OF TRENCHES

A. Bottom of trench and bedding shall be hand-tamped. Compaction of remaining backfill will not be required unless otherwise specified. Cover subsoil with a layer of salvaged topsoil minimum 4 inches thick. Mound material neatly over the trench.

3.7 HAND TAMPING

Hand tamping will be defined as one pass over the entire trench with the following or equivalent approved by the CO.

1. Hand tamper weighing minimum of 8 pounds.
2. Maximum area of tamping foot - 40 square inches.
3. Minimum gravity free-fall of tamper - 12 inches.

3.8 MOISTURE CONTENT

Maintain adequate moisture content in backfill and bedding material to ensure optimum densities of compacted material.

3.9 SURFACE GRADING

After completion of backfilling, fine grade with hand tools or equipment as required to provide a smooth transition with adjacent undisturbed material.

3.10 DISPOSAL OF EXCESS OR UNSUITABLE EXCAVATION

Excess or unsuitable excavated material shall be disposed of in accordance with Section 02200.

3.11 MEASUREMENT AND PAYMENT

Work performed under this Section is incidental to work performed under Sections 02713, and 15220. No separate payment will be made for work under this Section.

END OF SECTION

SECTION 02713

WATER LINES AND APPURTENANCES

PART I - GENERAL

1.1 SCOPE

This section covers the construction of buried potable water lines and related appurtenances under this contract. The work consists of furnishing and installing pipe and fittings, cleaning, and disinfection of water lines and other related work.

1.2 RELATED WORK IN OTHER SECTIONS

- A. Trenching, Backfilling, and Compacting for Underground Utilities - Section 02221.
- B. Water Piping System – Section 15200.
- C. Spring Development Work – Section 15220.

1.3 SUBMITTALS

- A. It shall 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 item. Contractor shall allow 10 business days for processing of submittals by the Government.
- B. Manufacturer's Literature: Submit 3 copies to the CO for approval on the items required herein. Literature shall be marked or otherwise designated to indicate the exact model, size, etc., the Contractor proposes to use. Information shall be adequate to determine compliance with the specifications without additional research by the CO. One copy of approved submittals will be returned to Contractor.
- C. Provide manufacturer's literature on the following:
 - 1. Curb Stop and Curb Box.
 - 2. Ball Valve.
 - 3. Plastic Valve Box.
 - 4. Plastic Lumber.

PART II - PRODUCTS

2.1 POLYVINYL CHLORIDE (PVC) PIPE AND FITTINGS

- A. PVC Plastic Pipe: ASTM D1785, Schedule 40.

1. PVC Schedule 40 Fittings: ASTM D2466, socket type.
2. Solvent Cement for Joining PVC Piping: ASTM D2564. Include primer according to ASTM F656.

Note: All piping and components used in this contract shall comply with ANSI/NSF61, Drinking Water System Components – Health Effects and ANSI/NSF14, Plastic Pipe Components and Related Materials.

2.2 GALVANIZED STEEL PIPE AND FITTINGS

Steel pipe and fittings shall be galvanized Schedule 40.

2.3 BALL VALVE

Bronze body, bronze or chrome-plated bronze ball, BUNA-N or TEFLON seat, lever handle. Rated for minimum non-shock working pressure of 200 psi WOG for cold water.

2.4 CURB STOP QUARTER TURN CHECK

Curb stop conforming to AWWA C800, quarter turn check and Minneapolis top thread, stop feature, iron pipe threaded as necessary to fit the installation, size as shown on the drawings. Use Mueller H-10287, or approved equal.

2.5 CURB BOX

Cast iron extension type curb box, Minneapolis pattern, cast iron lid with brass pentagon plug, compatible with curb stop top thread and bury depth. Stationary rod extending to within 3 to 15 inches of finished grade. Provide an operating key per box to operate curb stop with the stationary rod. Use Mueller, or approved equal.

2.6 PLASTIC VALVE BOX

Rigid high density polyethylene utility box, green in color, nominal inside dimensions of bottom to be 37 inches by 24 inches with an overall box height of 18 inches. Provide high density polyethylene bolt-down solid cover with stainless steel bolts. Provide box extension(s) as needed at each installation for the top of the cover to be approximately 1 to 2 inches above finish grade. Valve box shall be Model No. 1730-18P2P and box extension shall be Model 1730-X as manufactured by Applied Engineering Products, Chino, CA (909) 393-9800, www.aepvalvebox.com or approved equal.

Hardware Cloth: Galvanized woven cloth, 4x4 meshes per inch, 0.026 wire.

2.7 PLASTIC LUMBER MATERIAL (Roadside Water Hydrant Post)

Plastic lumber material shall be made of high density polyethylene plastic with colorants and ultraviolet stabilizers added to provide longevity in outside applications. Lumber shall be solid with pigment throughout to provide consistent color and uniformity even after cutting. Colors of lumber materials shall be the manufacturer's total color range. Proposed color selection and texture will be made by the CO.

Bedford Technology, LLC, www.plasticboards.com or approved equal.

PART III - EXECUTION

3.1 REMOVAL AND DISPOSAL OF EXISTING INSTALLATION

Existing Water Lines: Existing buried water lines that are exposed while trenching for installation of new water lines shall be removed and disposed of at an approved sanitary landfill, or other acceptable disposal site.

Removal of existing concrete valve vault and concrete roadside hydrant are covered under Section 02120.

3.2 INSTALLATION OF PIPING AND FITTINGS

- A. Installation of water piping and valves shall be in accordance with the Uniform Plumbing Code and other applicable laws and regulations.
- B. All trenching, backfilling, and other work incidental to water line construction, including excavation for valves, fittings, hydrants, or other pipe line structures shall be done in accordance with Section 02221 – Trenching, Backfilling, and Compacting for Underground Utilities.
- C. Drainage: It is critical that all piping be installed so it will drain by gravity to drains and screened outlets. Verify drainage with CO prior to excavation. Minimum pipe line slope to drain shall be 0.35 percent. Piping shall be installed at uniform slopes to drain points.
- D. Pipe sizes shall be as shown on the drawings. Valves and unions shall be line-size.

3.3 PRECAUTIONS

- A. Load and unload pipe, fittings, valves, and accessories carefully to prevent damage. Do not permit pipe handled on skidways to skid or roll against pipe already on the ground. Do not drop or dump material into the trench.
- B. Preventive Measures During Construction: Precautions shall be taken to protect pipe interiors from contamination with dirt, dust, organic debris, oils, fuels, paints, or any other foreign material when in stockpile at the site and during installation.
- C. Care shall be taken to protect pipe interiors from contamination after each day's work by plugging or otherwise preventing the entrance of dirt or mud.
- D. Maintain a dry trench until pipe ends are sealed. Do not allow any trench water to enter the pipe at any time.

3.4 CURB STOP AND CURB BOX

Install curb box plumb on curb stop as shown on the drawings. Set the curb box top approximately 1-inch above natural grade. Hand place several shovels full of topsoil material flush with the cover and blend in with the natural grade.

3.5 CONCRETE ROADSIDE WATER HYDRANT

Construct as shown on the drawings.

3.6 TESTING

A. No hydrostatic testing is required on this contract.

3.7 DISINFECTION

A. The piping shall be rinsed and washed with 5 percent hypochlorite solution immediately prior to installation. Care shall be exercised in pipe installation to keep surfaces clean and free of foreign material. All materials and equipment required for disinfection shall be provided by the Contractor.

3.8 MEASUREMENT AND PAYMENT

A. The method of measurement will be as designated in the SCHEDULE OF ITEMS.

B. The accepted quantities will be paid for at the contract unit price for each Pay Item shown below and in the SCHEDULE OF ITEMS.

Payment will be made under:

Pay Item	Description	Pay Unit
1	Install Plastic Post Water Hydrant	Lump Sum

Measurement and payment will be made for the completed installation of water hydrant including plastic lumber for post, irrigation box, ball valve, drain to daylight piping, piping and fittings from concrete spring box to hydrant, excavation, compaction, and backfilling, complete.

END OF SECTION

SECTION 15220

SPRING DEVELOPMENT (WITH CONCRETE PIPE HEAD BOX)

PART I - GENERAL

- 1.1 This item will consist of the work required to develop a spring in accordance with these specifications and the details and dimensions shown on the drawings to the lines and grades established.

This item shall include all necessary clearing and grubbing, excavation, backfill, pipe, gravel, and membrane required to develop the spring.

1.2 REFERENCE SPECIFICATIONS

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

ANSI/NSF 61	National Sanitation Foundation (NSF) Standard for Drinking Water System Components - Health Effects
ASTM A53	Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless
ASTM C478	Standard Specification for Precast Reinforced Concrete Manhole Sections

1.3 RELATED WORK

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.

Section 02120	Removal Of Structures & Obstructions
Section 02221	Trenching, Backfilling, And Compacting For Underground Utilities
Section 02713	Water Lines And Appurtenances

PART II - PRODUCTS

2.1 PIPE – GENERAL

All pipe and fittings shall be new and unused, of the type, pressure rating or class, and size (nominal diameter) shown on the drawings. All materials must meet applicable National Sanitation Foundation

(NSF) standards for public drinking water. Steel pipe and fittings shall be threaded and coupled, galvanized, and conform to the requirements of ASTM A53.

2.2 PRECAST CONCRETE SPRING BOX

The 48 inch (inside diameter) monolithic concrete manhole base/barrel section, concrete manhole barrel section, and concrete circular lid shall be reinforced, conforming to the requirements of ASTM C478. ALL OPENINGS IN THE MANHOLE SECTIONS AND LID SHALL BE PRECAST AT THE FACTORY. The aluminum access door shall be installed as shown on the drawings. Manhole sections shall have a Butyl Mastic Joint Sealer as manufactured by JK Polysource of Reno, Nevada, or an approved equal.

2.3 WASHED ROCK

This material shall be free from any vegetal material, organic material, or any other materials incompatible with a sanitary spring development.

2.4 COARSE GRAVEL

Coarse gravel shall be screened gravel or crushed stone. It shall be washed, hard, durable material which contains no alkali, organic or deleterious material. Coarse aggregates shall, when tested by means of laboratory sieves according to ASTM C136, conform to the requirements of AASHTO M43, Size Number 3, as follows:

COARSE AGGREGATE GRADING	
Sieve Designation	Percentage by Weight
<u>Openings</u>	<u>Passing Sieve</u>
2-1/2"	100%
2"	95-100
1-1/2"	35-70
1"	0-15
1/2"	0-5

2.5 POLYPROPYLENE LINER

High density polypropylene liner shall be 30 mil thickness as manufactured by COOLPRO PP78, by Cooley Group Company, Pawucket, RI. (800) 333-3048, www.geosynthetica.net, or an approved equal.

2.6 SPRING COLLECTION PIPING

All spring collection piping shall be 3-Inch Diameter Perforated Schedule 40 PVC (rows of 3/8-inch holes at 4 inches on center) or a 3-Inch Diameter Slotted (0.032 slot width) PVC Schedule 40 pipe is acceptable. All other pipe/fitting sizes shall be as shown on the drawings.

PART III - EXECUTION

3.1 TOPSOIL

Strip and stockpile native topsoil from the area to be re-installed.

3.2 EXCAVATION

The excavation of the spring shall be done only when the Contracting Officer is present. All excavation is considered unclassified. No allowance will be made for variation in materials encountered. No blasting in the spring development area will be allowed. Excavation shall be sufficient to provide for adequate working space. Care shall be taken not to over-excavate.

3.3 SAFETY, SHORING, AND PROTECTION

The Contractor shall meet the prescribed safety rules and regulations. Sides of excavations, 4 feet or more in depth, shall be supported by bracing, shoring, or other methods, unless the sides are sloped to a safe angle, from the bottom of the excavation. All existing improvements, either on public or private property, will be fully protected from damage.

All supports shall be removed after construction is completed and shall be withdrawn in a manner that will prevent the caving of the sides of the excavation.

3.4 INSTALLATION OF THE 4' DIAMETER CONCRETE SPRING BOX

Precast concrete manhole sections shall be installed as follows:

Concrete Manhole Section - Precast, reinforced, concrete manhole sections shall be placed on top of the each section as shown on the drawings. Equipment used shall be of sufficient size to accomplish the work in a safe workmanlike manner.

Joints between the manhole sections shall be sealed using concrete grout and round rubber gaskets in accordance with ASTM C361, or the joint shall be sealed using flexible plastic gaskets, "Ram-Nek" as manufactured by K.T. Snyder Company Inc., of Houston, Texas, or as manufactured by Hamilton Kent of Kent, Ohio, or an approved equal.

3.5 REMOVAL OF WATER

The Contractor shall provide and maintain, at all times during construction, ample means and devices with which to promptly remove and properly dispose of all water entering the excavation while the backfill is being placed. Any damage caused by water shall be repaired by the Contractor at their expense.

3.6 CUTOFF WALL INSTALLATION

Utilize the existing spring structure cutoff wall and modified as required.

3.7 GRAVEL DISINFECTION

During placement of the gravel, the Contractor will place small amounts of granular calcium hypochlorite with the gravel. It should be placed no higher than where the developed spring water will rise after construction so that the water will flush the hypochlorite out.

3.8 OVERFLOW, DRAIN AND SUPPLY PIPING

The overflow, drain and supply piping shall be installed as shown on the drawings.

3.9 PLACING OF POLYPROPYLENE LINER

The preparation for and placement of the Polypropylene liner shall proceed as follows:

- A. Bedding Preparation - The surface of the ground which is to receive the Polypropylene liner shall be relatively rock free. All loose rock boulders and stumps must be removed. The native soil shall be hand raked and rocks larger than 1 inch in greatest dimension shall be removed.
- B. Membrane Lining Placement - The lining shall be placed on the prepared bed. Care shall be taken not to puncture or damage the lining. Install perforated piping on approx. 6 inch layer of washed rock, cover piping with remaining washed rock, and cover with liner as shown on drawings. Provide a water tight seal between outlet pipe and liner. Bentonite chips may be utilized to help provide a seal between outlet pipe, liner, and cutoff wall.

3.10 SURFACE DRAINAGE CUTOFF TRENCH

The trench shall be excavated above the spring area at the location as staked in the field by the Contracting Officer.

3.11 SPREADING TOP SOIL

Native topsoil shall be uniformly spread and hand raked over the earth fill over the spring area.

3.12 CLEANUP

When the unit is complete, the general area shall be cleaned up by removing all excavated material not used in backfill and all debris and construction material. Rocks, sticks, or other objects protruding more than 3 inches from the finished surface shall be removed and disposed of at designated area approved by the Contracting Officer.

3.13 MEASUREMENT AND PAYMENT

- A. The method of measurement will be as designated in the SCHEDULE OF ITEMS.
- B. The accepted quantities will be paid for at the contract unit price for each Pay Item shown below and in the SCHEDULE OF ITEMS.

Payment will be made under:

Pay Item	Description	Pay Unit
1	Install Concrete Spring Box, Complete	Lump Sum

Measurement and payment will be made for the completed installation of the 4-foot diameter precast concrete spring box, aluminum access door, all associated piping, curb valves/boxes, clearing and grubbing for the concrete spring box and spring area, 30 mil thickness polypropylene liner, ¾ inch washed rock, spring collection

pipings/fittings, all vent pipes with screened mushroom vents, and surface drainage cutoff trench.

END OF SECTION

D - PACKAGING AND MARKING

{For this solicitation there are NO Clauses.}

E - INSPECTION AND ACCEPTANCE

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):

<https://www.acquisition.gov/far/>

<http://www.dm.usda.gov/procurement/policy/agar.html>

FAR 52.246-1 Contractor Inspection Requirements (APR 1984)

FAR 52.246-12 Inspection of Construction (APR 1996)

F - DELIVERIES OR PERFORMANCE

FAR 52.242-14 Suspension of Work (APR 1984)

FAR 52.211-10 Commencement, Prosecution, and Completion of Work (APR 1984) - Alternate I (APR 1984)

The Contractor shall be required to (a) commence work under this contract within **10** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **September 30, 2013**. The time stated for completion shall include final cleanup of the premises.

G - CONTRACT ADMINISTRATION DATA

AGAR 452.215-73 Postaward Conference. (NOV 1996)

A post award conference with the successful offeror is required. It will be scheduled at a later date and time agreed to by the parties.

H - SPECIAL CONTRACT REQUIREMENTS

CAMPING

- (a) Before camping, the Contractor shall obtain a District Camping Permit, if required, from each District the Contractor is working on through the Contracting Officer/Contracting Officer's Representative.
- (b) A camp is interpreted to include a campsite or trailer parking area of any employee working on the project for the Contractor.
- (c) Contractor is to bring a proposed campsite location to the pre-work for review and approval and prior to camping.

- (d) The Government will make no special camping allowances for the Contractor within or near the project area. Arrangements with the local private landowners will be at the discretion of the Contractor.

SECURITY AND PROTECTION

- (a) Security and Protection – Security is the Contractor’s responsibility. Limit access to the construction area to persons involved in the work. Provide secure storage for materials that are stored on site. Secure completed work as required to prevent loss.

Barricades, warning signs and light shall comply with standards and code requirements for erection of structurally adequate barricades. All road warning signs, barricades, and traffic control devices shall conform to MUTCD. Paint with appropriate colors, graphics, and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and needed, provide lighting, including flashing red or amber lights.

- (b) Maintenance of Traffic – The Contractor is authorized to use roads under the jurisdiction of the Forest Service, and open to public travel, for all activities necessary to complete this contract, subject to limitations and authorizations shown on the drawings or specified under this contract when such use will not damage the roads or national forest resources and when traffic can be accommodated safely.

Before shutting down operations, take all necessary precautions to prevent damage to the project, such as temporary detours, approaches, crossings, or intersections; and provide for normal drainage and minimization of erosion. Leave all travel ways in a condition suitable for traffic.

- (c) Protection of Improvements – The Contractor shall complete sequences of construction activity in order to prevent damage to equipment, material, and articles incorporated into the work covered by this contract.

AGAR 452.236-77 Emergency Response (NOV 1996)

(a) Contractor's Responsibility for Fire Fighting. (1) The Contractor, under the provisions of FAR clause 52.236-9, PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS, shall immediately extinguish all fires on the work site other than those fires in use as a part of the work. (2) The Contractor may be held liable for all damages and for all costs incurred by the Government for labor, subsistence, equipment, supplies, and transportation deemed necessary to control or suppress a fire set or caused by the Contractor or the Contractor's agents or employees.

(b) Contractor's Responsibility for Notification in Case of Fire. The Contractor shall immediately notify the Government of any fires sighted on or in the vicinity of the work site.

(c) Contractor's Responsibility for Responding to Emergencies. When directed by the Contracting Officer, the Contractor shall allow the Government to temporarily use employees and equipment from the work site for emergency work (anticipated to be restricted to firefighting). An equitable adjustment for the temporary use of employees and equipment will be made under the CHANGES clause, FAR 52.243-4.

LANDSCAPE PRESERVATION

(a) The Contractor shall confine operations to within the clearing limits or other areas designated in contract documents, and prevent the depositing of rocks, excavated materials, stumps, or other debris outside of these limits. Material which falls outside of these limits shall be retrieved, disposed of, or incorporated in the work as

directed by the Contracting Officer.

(b) Operation shall be scheduled and conducted to minimize erosion of soils and to prevent silting and muddying of streams, rivers, irrigation systems, and impoundments (lakes, reservoirs, etc.).

Pollutants such as fuels, lubricants, bitumens, raw sewage, and other harmful materials shall not be discharged into or near rivers, streams, and impoundments or into natural or man-made channels leading thereto. Wash water or waste water from concrete or aggregate operations shall not be allowed to enter live streams prior to treatment by filtration, settling, or other means sufficient to reduce the sediment content to not more than that of the stream into which it is discharged.

Mechanized equipment shall not be operated in live streams without written approval by the Contracting Officer.

NOXIOUS WEEDS/EQUIPMENT CLEANING

Noxious weeds are any exotic plant species established or that may be introduced into the State which may render land unfit for agriculture, forestry, livestock, wildlife, or other beneficial uses and which is designated by the State's Department of Agriculture, or by the County's weed management district, or by other appropriate agencies having jurisdiction. A weed management district is any area of land identified for the purpose of weed management or control. Such an identified land area may be, but is not limited to one of the following: a project or job site, a County, two or more Counties, or a National Forest.

To mitigate the anticipated impacts of spreading noxious species, the following precautions shall be used:

- All equipment and vehicles to be used at the job site shall be cleaned and free of noxious weeds and their seeds prior to entrance onto the project site. The restriction shall include equipment and vehicles intended for off-road as well as on-road use, whether they owned, leased, or borrowed by the contractor or any subcontractor.
- Cleaning shall consist of the removal all dirt, grease, debris, and materials that may harbor noxious weeds and their seeds. Cleaning shall occur off the project site.
- Equipment, materials, and vehicles shall be visually inspected by the COR, or other designated Forest Service official, and certified in writing by the Contractor to be reasonably clean and weed free. Inspections will take place at a location agreed to by the COR and Contractor in advance of delivery to the job site. Equipment and vehicles shall proceed directly to the job site following the inspection. Materials, including delivery vehicles, delivered to the project site will also be inspected prior to entering the area.
- The Contractor shall protect all existing vegetation from the introduction of noxious weeds, (1) at or near the work site, and (2) on adjacent property. The Contractor shall treat any introduced noxious weeds resulting from failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to treat such weeds, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.
- Certification of each piece of equipment or vehicles shall remain valid for the duration of the project as long as the identified subjects remain solely on the project. Off road equipment that leaves the job site shall be recertified before being allowed to return. Individual worker's vehicles shall be parked at a staging area that will be designated by the COR.

I - CONTRACT CLAUSES

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):

<https://www.acquisition.gov/far/>

<http://www.dm.usda.gov/procurement/policy/agar.html>

FAR 52.204-7 Central Contractor Registration (DEC 2012)

FAR 52.204-9 Personal Identity Verification of Contractor Personnel (Jan 2011)

FAR 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010)

FAR 52.211-18 Variation in Estimated Quantity (APR 1984)

FAR 52.219-6 Notice of Total Small Business Set-Aside (NOV 2011)

FAR 52.222-3 Convict Labor (JUN 2003)

FAR 52.222-6 Davis-Bacon Act (JUL 2005)

FAR 52.222-7 Withholding of Funds (FEB 1988)

FAR 52.222-8 Payrolls and Basic Records (JUN 2010)

FAR 52.222-9 Apprentices and Trainees (JUL 2005)

FAR 52.222-10 Compliance with Copeland Act Requirements (FEB 1988)

FAR 52.222-11 Subcontracts (Labor Standards) (JUL 2005)

FAR 52.222-12 Contract Termination - Debarment (FEB 1988)

FAR 52.222-13 Compliance with Davis-Bacon and Related Act Regulations (FEB 1988)

FAR 52.222-14 Disputes Concerning Labor Standards (FEB 1988)

FAR 52.222-15 Certification of Eligibility (FEB 1988)

FAR 52.222-21 Prohibition of Segregated Facilities (FEB 1999)

FAR 52.222-26 Equal Opportunity (MAR 2007)

FAR 52.222-27 Affirmative Action Compliance Requirements for Construction (FEB 1999)

FAR 52.222-36 Affirmative Action for Workers with Disabilities (OCT 2010)

FAR 52.223-5 Pollution Prevention and Right-to-Know Information (MAY 2011)

FAR 52.223-6 Drug-Free Workplace (MAY 2001)

FAR 52.225-13 Restrictions on Certain Foreign Purchases (JUN 2008)

FAR 52.228-11 Pledges of Assets (JAN 2012)

FAR 52.232-5 Payments under Fixed-Price Construction Contracts (SEP 2002)

FAR 52.232-23 Assignment of Claims (JAN 1986)

FAR 52.232-27 Prompt Payment For Construction Contracts (OCT 2008)

FAR 52.232-33 Payment by Electronic Funds Transfer - Central Contractor Registration (OCT 2003)

FAR 52.233-1 Disputes (JUL 2002)

FAR 52.233-3 Protest after Award (AUG 1996)

FAR 52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)

FAR 52.236-2 Differing Site Conditions (APR 1984)

FAR 52.236-5 Material and Workmanship (APR 1984)

FAR 52.236-6 Superintendence by the Contractor (APR 1984)

FAR 52.236-7 Permits and Responsibilities (NOV 1991)

FAR 52.236-8 Other Contracts (APR 1984)

FAR 52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (APR 1984)

FAR 52.236-10 Operations and Storage Areas (APR 1984)

FAR 52.236-11 Use and Possession Prior to Completion (APR 1984)

FAR 52.236-12 Cleaning Up (APR 1984)

FAR 52.236-13 Accident Prevention (NOV 1991)
FAR 52.236-16 Quantity Surveys (APR 1984)
FAR 52.236-17 Layout of Work (APR 1984)
FAR 52.236-21 Specifications and Drawings for Construction (FEB 1997)
FAR 52.236-26 Preconstruction Conference (FEB 1995)
FAR 52.243-5 Changes and Changed Conditions (APR 1984)
FAR 52.244-6 Subcontracts for Commercial Items (DEC 2010)
FAR 52.245-1 Government Property (APR 2012)
FAR 52.246-21 Warranty of Construction (MAR 1994)
FAR 52.249-1 Termination for Convenience of the Government (Fixed-Price) (Short Form) (APR 1984) - Alternate I (APR 1984)
FAR 52.249-10 Default (Fixed-Price Construction) (APR 1984)
FAR 52.253-1 Computer Generated Forms (JAN 1991)
AGAR 452.236-73 Archaeological or Historic Sites (FEB 1988)
AGAR 452.236-74 Control of Erosion, Sedimentation, and Pollution (NOV 1996)
AGAR 452.236-77 Emergency Response (NOV 1996)

FAR 52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts (JUL 2012)

(a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless--

(1) The product cannot be acquired--

(i) Competitively within a time frame providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 3201.3(e)). For example, all USDA-designated items are exempt from the preferred procurement requirement for the following:

(i) Spacecraft system and launch support equipment.

(ii) Military equipment, *i.e.*, a product or system designed or procured for combat or combat-related missions.

(b) Information about this requirement and these products is available at <http://www.biopreferred.gov>.

(c) In the performance of this contract, the Contractor shall-

(1) Report to the environmental point of contact identified in paragraph (d) of this clause, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30;

(2) Submit this report no later than-

(i) October 31 of each year during contract performance; and

(ii) At the end of contract performance; and

(3) Contact the environmental point of contact to obtain the preferred submittal format, if that format is not specified in this contract.

(d) The environmental point of contact for this contract is: <http://www.biopreferred.gov/>.

FAR 52.225-9 Buy American Act - Construction Materials (SEP 2010)

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

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

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

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

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

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

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

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

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

"Cost of components" means -

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

(2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

NONE

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

- (i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;
- (ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or
- (iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) *Request for determination of inapplicability of the Buy American Act.* (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including -

- (A) A description of the foreign and domestic construction materials;
- (B) Unit of measure;
- (C) Quantity;
- (D) Price;
- (E) Time of delivery or availability;

- (F) Location of the construction project;
- (G) Name and address of the proposed supplier; and
- (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

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

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

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

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

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

(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

<u>Construction Material Description</u>	<u>Unit of Measure</u>	<u>Quantity</u>	<u>Price (Dollars)*</u>
<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).

FAR 52.236-3 Site Investigation and Conditions Affecting the Work (APR 1984)

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

Contractor's Signature

Date

Contractor's Name and Title

AGAR 452.209-71 Assurance Regarding Felony Conviction or Tax Delinquent Status for Corporate Applicants (FEB 2012) *Alternate 1*

(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 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 federal criminal violation under any Federal law within 24 months preceding the award, unless a suspending and debaring 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.

AGAR 452.236-72 Use of Premises (NOV 1996)

(a) Before any camp, quarry, borrow pit, storage, detour, or bypass site, other than shown on the drawings, is opened or operated on USDA land or lands administered by the USDA, the Contractor shall obtain written permission from the Contracting Officer. A camp is interpreted to include a campsite or trailer parking area of any employee working on the project for the Contractor.

(b) Unless excepted elsewhere in the contract, the Contractor shall (i) provide and maintain sanitation facilities for the work force at the site and (ii) dispose of solid waste in accordance with applicable Federal, State and local regulations.

J - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

Attachment 1: Davis-Bacon Wage Determination, Gen. Dec. No. MT20120076, dated 7/19/13

Attachment 2: Experience Questionnaire

Separate Attachment: Drawings (9 pages)

K - REPS, CERTS, AND OTHER STATEMENTS OF OFFERORS

FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)

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

<https://www.acquisition.gov/far/>

<http://www.dm.usda.gov/procurement/policy/agar.html>

FAR 52.223-1 Biobased Product Certification (MAY 2012)

FAR 52.204-8 Annual Representations and Certifications (DEC 2012)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **237110 – Water and Sewer Line and Related Structures Construction**.

(2) The small business size standard is **\$33.5 million (receipts in a three-year period)**.

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

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) **Paragraph (d)** applies.

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

(v) 52.209-2, 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 Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvii) 52.225-4, Buy American Act--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 \$77,494, the

provision with its Alternate II applies.
(D) If the acquisition value is \$77,494 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 Certifications. 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 Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

(iv) 52.222-52 Exemption from Application of the Service Contract Act 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 Online Representations and Certifications Application (ORCA) website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that

apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below (offeror to insert changes, identifying change by clause number, title, date). These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

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

FAR 52.219-28 Post-Award Small Business Program Rerepresentation (APR 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 rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, 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 ORCA, or does not have a representation in ORCA 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 **237110 – Water and Sewer Line and Related Structures Construction** assigned to contract number _____ (any current contracts).

Contractor's Signature

Date

Contractor's Name and Title

AGAR 452.209-70 Representation by Corporations Regarding and Unpaid Delinquent Tax Liability or a Felony Conviction (FEB 2012) *Alternative 1*

- (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.

Contractor’s Signature

Date

Contractor’s Name and Title

AGAR 452.219-70 Size Standard and NAICS Code Information (SEP 2001)

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: **237110 – Water and Sewer Line and Related Structure and Construction.**
- Size Standard: **\$33.5 million (receipts in a three-year period)**

L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

FAR 52.216-1 Type of Contract (APR 1984)

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

FAR 52.222-5 Davis-Bacon Act--Secondary Site of the Work (JUL 2005)

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

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

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

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

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

(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 area, are as follows:

Goals for Minority Participation for Each Trade – **4.1%**

Goals for Female Participation for Each Trade - **6.9%, Nationwide**

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 action 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 **Meagher County, Montana.**

FAR 52.225-10 Notice of Buy American Act Requirement - Construction Materials (FEB 2009)

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

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

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

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

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

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

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

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

AGAR 452.237-71 Pre-Bid/Pre-Proposal Conference (FEB 1988)

There will be no formal site visit for this solicitation. Interested vendors are encouraged to visit the project site prior to submitting a quotation. For site information please contact Dan Woods, Lewis & Clark National Forest at 406-.

M - EVALUATION FACTORS FOR AWARD

AWARD DETERMINATION

Award will be made to the Respondent whose quote represents the best value to the Government. Factors to be considered in determining the best value include such matters as price, experience, and past performance.

EVALUATION FACTORS

Cost/price is of equal importance compared to experience and past performance; however, the importance of cost may become greater as the difference between experience and past performance decreases. Where experience and past performance are determined to be substantially equal, cost may control award.

Attachment 1: Davis-Bacon Wage Determination

General Decision Number: MT130076 07/19/2013 MT76

Superseded General Decision Number: MT20120076

State: Montana

Construction Type: Heavy

Counties: Beaverhead, Broadwater, Deer Lodge, Gallatin, Granite, Jefferson, Lewis And Clark, Madison, Meagher, Powell, Silver Bow and Yellowstone National Park Counties in Montana.

HEAVY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/04/2013
1	02/22/2013
2	03/08/2013
3	04/05/2013
4	04/26/2013
5	06/28/2013
6	07/12/2013
7	07/19/2013

BRMT0001-004 06/01/2011

BEAVERHEAD, DEER LODGE, GRANITE, JEFFERSON, MADISON, POWELL, AND SILVER BOW COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 25.74	11.69

BRMT0005-002 06/01/2011

GALLATIN COUNTY

	Rates	Fringes
BRICKLAYER.....	\$ 26.06	11.35

BRMT0006-005 06/01/2011

BROADWATER, LEWIS AND CLARK, MEAGHER, AND YELLOWSTONE NATIONAL PARK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 26.06	11.35

ELEC0044-003 06/01/2012

	Rates	Fringes
LINE CONSTRUCTION (1) Lineman.....	\$ 39.45	4.75%+11.51

 ELEC0233-018 06/01/2013

BEAVERHEAD, DEER LODGE, GRANITE, JEFFERSON, MADISON, POWELL,
 AND SILVER BOW COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 27.60	2%+1170

 ELEC0233-020 01/01/2013

BROADWATER, LEWIS AND CLARK, AND MEAGHER COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 29.06	2%+10.52

 ELEC0322-003 06/01/2012

YELLOWSTONE NATIONAL PARK

	Rates	Fringes
ELECTRICIAN.....	\$ 27.53	10.96

 ENGI0400-009 05/01/2012

POWER EQUIPMENT OPERATOR:

(Zone 1)

(1) A-frame truck Crane, oiler (except crane).....	\$ 23.47	10.40
(2) Crane Oiler, Bulldozer, Roller (Dirt and Grade Compaction).....	\$ 23.94	10.40
(3) Mechanic, Scraper.....	\$ 24.34	10.40
(4) Cranes, 25 tons - 44 tons.....	\$ 25.00	10.40
(5) Cranes, 45 tons to and incl. 74 tons.....	\$ 25.50	10.40
(6) Cranes, 75 tons to and incl. 149 tons; Cranes, Whirley (All).....	\$ 26.60	10.40
(7) Cranes, 150 tons to including 250 tons (add \$1.00		

for every 100 tons over
 250 tons); Crane, Stiff-
 Leg or

Derrick; Helicopter Hoist; Crane, Tower (all)...	\$ 27.10	10.40
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ZONE DEFINITIONS FOR POWER EQUIPMENT OPERATORS:

The zone hourly rates applicable to each project shall be
 determined by measuring the road miles over the shortest
 practical maintained route from the nearest County Court

House of the following listed towns to the center of the job:

BILLINGS, BOZEMAN, BUTTE, GREAT FALLS, HELENA, KALISPELL, MISSOULA

Zone 1: 0 to 30 miles - Base Pay
 Zone 2: 30 to 60 miles - Base Pay + \$3.50
 Zone 3: Over 60 miles - Base Pay + \$5.50

* IRON0732-018 06/01/2013

	Rates	Fringes
IRONWORKER: Reinforcing and Structural.....	\$ 26.50	19.03+a

a: PAID HOLIDAYS: New Years Day, Memorial Day, July 4th, Labor Day, Veteran's DAY, Thanksgiving Day, Day following Thanksgiving, and Christmas Day.

LABO1686-011 05/01/2012

	Rates	Fringes
LABORER		
(2) Mason Tender.....	\$ 20.10	9.05
(3) Pipelayer.....	\$ 20.24	9.05

ZONE DEFINITIONS FOR LABORERS

The zone hourly rates applicable to each project shall be determined by measuring the road miles over the shortest practical maintained route from the County Courthouse of the following listed town to the center of the job:

Billings, Bozeman, Butte, Helena, Great Falls, Missoula, Kalispell

TRAVEL ZONES:

ZONE 1: 0 to 30 miles, Base Pay
 ZONE 2: 30-60, add \$3.05 to Base Pay
 ZONE 3: Over 60 miles, add \$4.85 to Base Pay

SUMT2011-051 02/08/2011

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 24.30	7.80
CARPENTER, Excludes Form Work....	\$ 21.13	7.00
LABORER: Common or General.....	\$ 18.11	5.90
LABORER: Landscape and Irrigation.....	\$ 15.14	1.30
OPERATOR: Backhoe.....	\$ 24.16	8.05
OPERATOR: Bobcat/Skid		
Steer/Skid Loader.....	\$ 21.99	8.55

OPERATOR: Excavator.....	\$ 23.12	7.81
OPERATOR: Grader/Blade.....	\$ 24.69	8.40
OPERATOR: Loader (Front End)....	\$ 24.20	7.84
TRUCK DRIVER: Dump Truck.....	\$ 18.84	5.92

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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

Union Identifiers:

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

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

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

Non-Union Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- * an existing published wage determination
 - * a survey underlying a wage determination
 - * a Wage and Hour Division letter setting forth a position on

- a wage determination matter
- * a conformance (additional classification and rate) ruling

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

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

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

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

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

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

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

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

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

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Attachment 2: Experience Questionnaire

USDA Forest Service <p style="text-align: center;"><u>EXPERIENCE QUESTIONNAIRE</u></p> Instructions: See Box 11, Remarks, if extra space is needed to answer any item below, Mark "X" in appropriate boxes.	1. Contractor Name, Address, and Telephone Number	
2. Submitted to (Office Name and Address)	3. Business <input type="checkbox"/> Company <input type="checkbox"/> Co-partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Non-profit Organization	4. How many years do you or your firm have in the line of work contemplated by this solicitation?
5. How many years experience have you or your business had as a (a) prime contractor ____ and/or (b) sub-contractor ____?		

6. List below the projects your business has completed within the last three years:

Contract Amount	Type of Project	Date Completed	Name, Address, and Telephone No. of Owner/Person to Contact for Project Information

7. List below all of your firm's contractual commitments running concurrently with the work contemplated by this solicitation:

Contract Number	Dollar Amt. of Award	Name, Address, and Telephone No. of Business/Government Agency Involved	Awarded (Units)	Percent Completed	Date Contract Complete

8a. Have you ever failed to complete any work awarded to you? Yes No
 8b. Has work ever been completed by performance bond? Yes No
 8c. Did you look at the project site(s) on-the-ground? Yes No
 8d. If "Yes" to either item 8a. or 8b., specify location(s) and reason(s) why:

<p>EXPERIENCE QUESTIONNAIRE CONTINUED</p> 9. Employees and equipment that will be available for this project: a. (1) Minimum number of employees: ____ and (2) Maximum number of employees: ____ b. Are employees regularly on your payroll: <input type="checkbox"/> Yes <input type="checkbox"/> No
--

c. Specify equipment available for this contract: _____

d. Estimate rate of progress below (such as 2.0 acres/man/day):
 (1) Minimum progress rate: _____ and (2) Maximum progress rate: _____

10. List below the experience of the principal individuals of your business. (Who will directly be involved in this contract?)

Individual's Name	Present Position	Years of Experience	Magnitude and Type of Work

11. Remarks -- Specify Box Numbers (Attach sheets if extra space is needed to fully answer any above question.):

NOTE: PLEASE PROVIDE ANY ADDITIONAL INFORMATION THAT WILL HELP EVALUATE YOUR ABILITY TO SUCCESSFULLY COMPLETE THIS PROJECT.

<p>CERTIFICATION</p> <p>I certify that all of the statements made by me are complete and correct to the best of my knowledge, and that any persons named as references are authorized to furnish the Forest Service with any information needed to verify my capability to perform this project.</p>	<p>12a. CERTIFYING OFFICIAL'S NAME AND TITLE</p>	
	<p>b. SIGNATURE (Sign in ink)</p>	<p>13. DATE</p>