

**SOLICITATION, OFFER,
AND AWARD**

(Construction, Alteration, or Repair)

1. SOLICITATION NO.
AG-9702-S-10-03802. TYPE OF SOLICITATION
☐ SEALED BID (IFB)
☐ NEGOTIATED (RFP)

3. DATE ISSUED

PAGE OF PAGES

1

3

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

4. CONTRACT NO.

AG-9702-C-10-0206

5. REQUISITION/PURCHASE REQUEST NO.

345451

6. PROJECT NO.


ARRA-FS CIM

7. ISSUED BY

CODE

9702

8. ADDRESS OFFER TO

USDA FOREST SERVICE
EROC SOUTHWEST
1323 CLUB DRIVE
VALLEJO CA 94592U.S. Forest Service
EROC-SW-Contracts
1323 Club Drive
Vallejo, CA 945929. FOR
INFORMATION
CALL: 

a. NAME

CHARLES WALLACH IV

b. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)

707-562-9174

SOLICITATION**NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."**

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date)

RECOVERY - This contract is fully funded by and awarded under the provisions of the American Recovery and Reinvestment Act of 2009 (ARRA).

NAICS CODE: 237310

The Contractor shall furnish all the necessary personnel, material, equipment, services and facilities to perform the work involved as indicated in the attached statement of work; specifications and other documents for the project included in solicitation AG-9702-S-10-0380: Old Ridge Route Restoration. Work includes 1.5 miles of roadway brushing.

REFERENCE: Federal Acquisition Regulation Part 19.10 Small Business Competitive Demonstratoin Program.

11. The Contractor shall begin performance 10 calendar days and complete it within 75 calendar days after receiving☐ award, ☒ notice to proceed. The performance period is ☒ mandatory ☐ negotiable. (See _____.)

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS?

☒ YES ☐ NO

(If "YES", indicate within how many calendar days after award in Item 12b.)

12b. CALENDAR DAYS

10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and _____ copies to perform the work required are due at the place specified in Item 8 by _____ (hour) local time

(date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

b. An offer guarantee ☒ is, ☐ is not required.

c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

d. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

15. TELEPHONE NO. (Include area code)

16. REMITTANCE ADDRESS (Include only if different than item 14.)

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in item 13d. Failure to insert any number means the offeror accepts the minimum in item 13d.)



18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGEMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

[illegible]

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

20b. SIGNATURE

20c. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

Continued...

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
\$402,020.00	See schedule

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

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

☐ 10 U.S.C. 2304(c) () ☐ 41 U.S.C. 253(c) ()

26. ADMINISTERED BY

CODE	9702
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USDA FOREST SERVICE
EROC SOUTHWEST
1323 CLUB DRIVE
VALLEJO CA 94592

27. PAYMENT WILL BE MADE BY

CSC-FS USDA OCFO COD APB
EMAIL FS66527STLUSDAGOV

PO BOX 66527
ST LOUIS MO 63166

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT

(Contractor is required to sign this document and return copies to issuing office.)

Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations,

☒ 29. AWARD

(Contractor is not required to sign this document.)

Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)

31a. NAME OF CONTRACTING OFFICER (Type or print)

GEORGE MORRISSEY

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA

31c. DATE	
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07/20/2010

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

AG-9702-C-10-0206

PAGE

OF

3

3

NAME OF OFFEROR OR CONTRACTOR
WILLIAM KANAYAN CONSTR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
001	<p>TAS::12 1102::TAS for Capital Improvement & Maintenance Old Ridge Route Restoration Delivery: 80 Days After Notice to Proceed Delivery Location Code: 91T5 ANGELES NATIONAL FOREST 701 NORTH SANTA ANITA AVE ARCADIA CA 91006 US</p> <p>Accounting Info: 11.ZZ.ZZ.ZZZZZZ.0501.ZZ.ZZZZZZ.ZZ.ZZZZZZZZ.2540 ZZ.CRRD0210.ZZZZ Agency Code (4): 11 Program Code (25): ZZZZZZZZ BOC: 2540 Sub BOC (2): ZZ Cost Org (7): ZZZZZZZZ Job Code (8): CRRD0210 Sub Cost Org (2): ZZ Budget Yr Start (2): ZZ Budget Yr End (2): ZZ Fund (6): ZZZZZZ Budget Org (7): 0501 Sub Budget Org (2): ZZ Report Category (4): ZZZZ FOB: Destination</p> <p>RECOVERY - The Contractor shall furnish all the necessary personnel, material, equipment, services and facilities to perform the work involved as indicated in the attached statement of work; specifications and other documents for the project: Old Ridge Route Restoration. Work includes 1.5 miles of roadway brushing. Obligated Amount: \$402,020.00 Product/Service Code: Z222 Product/Service Description: MAINT-REP-ALT/HWYS-RDS-STIS-BRDGS-RA</p> <p>*****INVOICE INSTRUCTIONS***** Invoices may be mailed to the Issuing Office address, as indicated above; or: to expedite the process, submit an electronic copy of your invoice to the below e-mail address: E-mail address: eroc-sw_invoices@fs.fed.us ***** The total amount of award: \$402,020.00. The obligation for this award is shown in box 22.</p>				402,020.00

PART I—THE SCHEDULE

SECTION B--SUPPLIES OR SERVICES AND

PRICES/COSTS SCHEDULE OF ITEMS

ITEM NO.	DESCRIPTION	METH. OF MEAS.	EST. QTY.	UNIT	UNIT PRICE	AMOUNT
151(01)	Mobilization (Inc. Bonds)	L.S.Q.	1	JOB	b4	
202(01)	Clearing and Grubbing by hand.	L.S.Q.	1	JOB		
204(01)	Excavation, Embankment, Berm Construction	A.Q.	1000	C.Y		
301(01)	Aggregate base	A.Q.	1050	TON		
303(01)	Roadway Conditioning, prep and compaction	D.Q.	1.5	Mi.		
403(01)	Hot Asphalt Concrete, replace sections or patch.	A.Q.	600	Ton		
501(01)	Reinforced Concrete, rough surface, Formwork, no curb	A.Q.	590	C.Y		
607(01)	Cleaning overside drainage structures	A.Q.	4	EACH		
607(04)	Cleaning Culverts in place	A.Q.	3	EACH		
623(01)	General Labor not covered above.	A.Q.	375	HOURS		
501(01)	OPTION 1 EXERCISED: Additional Price for Colored Concrete Alternative; Color to match existing road pavement	A.Q.	590	C.Y		
		TOTAL AMOUNT FOR ALL ITEMS:				\$402,020.00

SECTION C--DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C. SCOPE:

C.1. *RECOVERY* - This project is funded by the American Recovery & Reinvestment Act (ARRA). The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the work involved; and shall include, roadway brushing, (1.5 miles, which will include both sides of the road), drain and culvert cleanout, slough removal, berm establishment, asphalt paving and patching, concrete roadway paving AS SHOWN ON THE DRAWINGS.

C.1.1 The Angeles National Forest has a requirement to do Road repairs on the Historic Old Ridge Route, Forest Service Road #8N04. This 16 mile segment of the road extends from the south entrance off Templin Highway, 16 miles to the North terminus at L.A. County road, N2 Pine Canyon. Maps T6 R17W and T7 R17W. The road is on the Santa Clara Mojave River Ranger District of the Angeles National Forest.

C.1.2 The section of road that will be repaired will be from the south Forest boundary going north approximately 1.5 miles. This work will be a partial type restoration to illustrate what the roadway was like in its heyday. It will also protect and keep the roadway surface in an arrested state of deterioration to retain its historic appearance.

C.1.3 The work involved will include, roadway brushing, (1.5 miles, which will include both sides of the road), drain and culvert cleanout, slough removal, berm establishment, asphalt paving and patching, concrete roadway paving.

C.1.3.1 A partial road log is attached and sites that will require work will be flagged and staked on the ground

An onsite inspection by prospective offerors is suggested.

C.1.4 Any work outside the designated clearing limits or differing site conditions requires prior approval of the Contracting Officer or designated Contracting Officer's Representative.

C.1.5 PARTIAL ROAD LOG:

See DRAWINGS (SHEET 2 of 3) for A.C. Patching Schedule work items & Partial Road Log for miscellaneous work items.

C.1.6 PROJECT TIME: 75 DAYS FROM NOTICE TO PROCEED

C.1.7 SPECIFICATIONS:

C.1.7.1 Specifications are incorporated by Reference: The standard specifications applicable to this project can be found in the newly adopted Standard Specifications for the Construction of Road and Bridges on Federal Highway Projects, 2003 (FP-03 U.S. Customary Units), which is

incorporated by reference. The publication is available for purchase from the Superintendent of Documents, US Government Printing Office (GPO), Washington, DC 20402 (202-512-1800). The publication number is FHWA-FLH-03-002. It is also available on line at <http://www.wfl.fha.dot.gov/design/specs/fp03.htm>.

C.1.7.2 A Special Project Specification is included with Section 201 (01), with the attached scope of work.

C.2 BACKGROUND HISTORY

C.2.1 The Old Ridge route is a 33-mile segment of road between Castaic and Quail Lake. It was the first road to cross the mountains between Los Angeles and Bakersfield. It was in operation from 1914 until 1933 when it was replaced by State Highway 99.

C.2.2. In 1991, the Angeles National Forest (ANF) and the State Historic Preservation Office (SHPO) determined that the Old Ridge Route was eligible for the National Register of Historic Places. A NRHP form was submitted by the ANF and approved by the SHPO in 1997. An approximately 20.2-mile segment is contained within the Angeles National Forest.

C.2.3. The Old Ridge route was built between 1912 and 1915. The original 16-foot-wide road, surfaced with oil and gravel, was paved with a Portland cement concrete (PCC) pavement in 1919. The PCC surface was subsequently widened and overlaid with an asphalt concrete (AC) surface between 1925 and 1933. Over the years portions of the old roadbeds have deteriorated due to erosion and other natural activities. Portions of the original PCC roadbed are visible along stretches of the roadway, primarily in the inside of curves, where the less uniform AC surface has fractured. On the southern end of the Forest section of the road, the PCC has fared far worse; in several spots the rebar skeleton is eroding out into the road surface. Other sections of the Old Ridge Route have been re-graded and presently exist as a dirt surface.



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

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

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

The specifications cited in this solicitation may be obtained from:

Specification	Address
Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects FP-03 Publication No. FHWA-FLH-03-002 (FP-03 U.S. Customary Units)	Superintendent of Documents U.S. Government Printing Office Washington, DC 20402

- Or you may access them from:
- <http://www.wfl.fhwa.dot.gov/design/specs/fp03.htm>

Specification	Address
AASHTO Standards	American Association of State Highway and Transportation Officials 341 National Press Building Washington, DC 20024
ACI	American Concrete Institution Box 19150 Redford Station Detroit, MI 48219
ASTM Standards	American Society for Testing Materials 1916 Race Street Philadelphia, PA 19103 (215) 199-5462
AWPA	American Wood Preservers Association PO Box 849 Stevensville, MD 21666
FS	Federal Specifications (GSA) Building 197, Washington Navy Yard, SE Washington, DC 20407
MUTCD	Manual on Uniform Traffic Control Devices Superintendent of Documents U.S. Government Printing Office Washington, DC 20402
WCLIB	West Coast Lumber Inspection Bureau PO Box 23145 Portland, OR 97223
WWPA	Western Wood Products Association (Grading Rules) 1500 Yeon Building Portland, OR 97204

SECTION D--PACKAGING AND MARKING

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

SECTION 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): www.arnet.gov/far/

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.246-12 Inspection of Construction (AUG 1996)

SECTION F--DELIVERIES OR PERFORMANCE

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

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

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES		
Clause Number	Title	Date
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 **75 days after receiving the Notice to Proceed.** The time stated for completion shall include final cleanup of the premises.

AGAR 452.236-75 MAXIMUM WORKWEEK-CONSTRUCTION (NOV 1996)

Within **five** calendar days after receipt of a written request from the Contracting Officer, the Contractor must submit the following information in writing for approval:

- (a) A schedule as required by FAR clause 52.236-15, Schedules for Construction Contracts, and
- (b) The hours (including the daily starting and stopping times) and days of the week the Contractor proposed to carry out the work.

The maximum workweek that will be approved is **seven** days.

SUBMITTALS

The following shall be submitted on this project within 5 days of contracting officer notice:

Title	Referenced by Specification No.	Time of Government Approval After Submittal
Schedule	FAR 52.236-15	7 days
Accident Prevention Plan (Health & Safety)	FAR 52.236-13	7 days

SHOP DRAWINGS

The following shop drawings shall be submitted on this project:

Title	Referenced by Specification No.	Time of Government Approval After Submittal
NA		

MATERIAL CERTIFICATIONS AND TESTING REPORTS

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

Title	Referenced by Specification No.
NONE	

SAFETY

In accordance with FAR 52.236-13, the contractor shall prepare and **submit** for government approval, an Accident Prevention Plan. The plan shall address, at a minimum, the following:

- Identified inherent hazards such as traffic, machinery, falls, noise, etc.
- Identify mitigation measures to be taken for each identified hazard.
- Identity of emergency resources and means of contact (phone, radio, etc)

In addition, the plan shall identify and describe mitigations for specific hazards as may be provided for in OSHA and Cal-OSHA requirements for the specific type of work.

SECTION G--CONTRACT ADMINISTRATION DATA

FINAL CLEANUP

Before final acceptance, all areas occupied by the Contractor in connection with the work shall be cleaned of all Contractor's rubbish, excess materials, temporary structures, and equipment, and all parts of the work area shall be left in a neat and presentable condition.

MEASUREMENT AND PAYMENT

Payment shall be made in accordance with the Schedule of Items, the Standard Specifications, and/or the Special Project Specifications as included/not included.

DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE

The Contracting Officer designates the Contracting Officer's Representative(s) (COR). The COR is responsible for administering the performance of work under this contract. In no event, however, will any understanding, agreement, modification, change order, or other matter deviating from the terms of this contract be effective or binding upon the Government unless formalized by proper contractual documents executed by the Contracting Officer prior to completion of the contract.

The Contracting Officer should be informed as soon as possible of any actions or inactions by the Contractor or the Government which will change the required delivery or completion times stated in the contract, and the contract will be modified accordingly. (This does not apply to individual task assignments which were issued by the COR provided they do not affect the delivery schedule or performance period stated in the contract.)

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

CONTRACTOR'S REPRESENTATION & RESPONSIBILITY

A. In making formal request for substitution the Contractor represents he/she:

1. Have investigated proposed product and determined that it is equal to or superior in all respects to that originally specified.
2. Will provide same warranties and bond for substitute as for originally specified product.
3. Will coordinate installation of accepted substitution into the work, and will make such changes as may be required for the work to be complete in all respects.

4. Will waive claims for additional costs caused by substitution, which may subsequently become apparent.
5. Cost data is complete and includes related costs under the contract, but not:
 - a. Costs under separate contracts.
 - b. Contracting Officer costs for redesign or revision of contract documents.
- B. The Contractor assumes full responsibility that the substitution and/or alternate items or procedures proposed will meet the job requirements.
- C. The Contractor is solely responsible for the cost of redesign and modifications to this and other parts of the work caused by the substitutions or alternates furnished.

PUBLIC OFFICIALS NOT PERSONALLY LIABLE

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

LANDSCAPE PRESERVATION

The Contractor shall give attention to the effect of contract operation upon the landscape, shall take care to maintain natural surroundings undamaged, and shall conduct the work at all times in compliance with the following requirements.

- a. Prevention of the Landscape Defacement. The Contractor shall not remove, deface, injure, or destroy trees, shrubs, lawns, or other natural features or any other improvements in the work area unless specifically authorized by the Contracting Officer. Unless otherwise provided herein, the Contractor shall confine contract operations to within the areas designated in contract documents.
- b. Protection of Streams, Lakes, and Reservoirs. The Contractor shall take sufficient precautions to prevent pollution of streams, lakes, small ponds, and reservoirs with fuels, oils, bitumens, calcium chloride, silt, or other harmful materials. Mechanical equipment shall not be operated in live streams without written approval of the Contracting Officer.

CONTRACTOR'S USE OF EXISTING ROADS

The Contractor is authorized to use roads in the immediate construction project area for performance of work under this contract. The authorization is limited to roads necessary for direct access between the construction area and storage sites, disposal areas, and other work areas designated in the contract.

The roads authorized for use will be subject to the following general conditions:

- (1) State laws governing traffic rules and equipment requirements on State and County Highways.
- (2) Federal Regulations contained in 36 CFR 261.12. These regulations prohibit use in excess of State Codes for weight and size, damaging a road while using it, and blocking a road open to use by others.

The Contractor shall be responsible for and perform road maintenance commensurate with his use of Forest Service roads in the construction area.

ROAD MAINTENANCE REQUIREMENTS

In order to fulfill the obligation to protect existing facilities, material source, and disposal site access roads from seasonal weather damage, to safeguard soil and water quality, and to repair damage commensurate with his use, the Contractor shall perform road maintenance work on these roads in accordance with the following:

1. While performing ordinary road maintenance work, the Contractor shall avoid permanent fouling of gravel or bituminous surfaces through covering them with earth or debris from side ditches, slides, or other sources. The Contractor shall avoid blading surface material off the surface of roads.
2. While performing all phases of construction, the Contractor shall minimize damage to ditches, slopes and road surfaces. Where damage does occur, the Contractor shall restore the road to its prior condition within a reasonable period of time.
3. The Contractor shall remove all excess materials and debris from asphalt roadways and trails immediately after backfilling has been completed. This may require brooming and hosing down with water.
4. On completion and acceptance of work requirements, including acceptance of road maintenance by the Forest Service, Contractor road maintenance responsibility shall terminate.

TRAFFIC CONTROL

The Contractor shall provide, erect and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs, and other traffic control devices, and shall take all necessary precautions for the protection of the work and safety of the public. Roads closed to traffic shall be protected by effective barricades, and obstructions shall be illuminated during the hours of darkness. Suitable warning signs shall be provided to properly control and direct traffic.

The Contractor shall erect warning signs in advance to any place on the project where operations may interfere with the use of the road or trail by traffic and at all intermediate points where the new work crosses or coincides with an existing road or trail. All road barricades, warning signs, lights, temporary signals, flagman and pilot car operators and equipment, and other protective devices, except for special

devices, shall conform with Part VI of the Manual on Uniform Traffic Control Devices for Streets and Highways, published by the Federal Highway Administration and applicable safety codes.

The Contractor shall furnish, erect, maintain, and remove when notified any project identification signs shown on the drawings

Necessary warning signs and guards shall be posted during blasting operations to safeguard the public.

ADDITIONAL REQUIREMENTS OR RESTRICTIONS

The **OLD RIDGE ROUTE** shall be open to unrestricted traffic whenever the contractor is not working on site. The contractor may close the road to traffic for no more than one hour up to three times each day.

The **OLD RIDGE ROUTE** shall be closed for no more than three consecutive days for project work.

All scheduled closures lasting longer than one hour shall be submitted to the C.O. for approval not less than **two** days prior to any such closure. Any emergency closure required for safety or resource protection that lasts longer than one hour shall be immediately reported to the C.O.

CERTIFICATION OF COMPLIANCE

Contractor shall certify compliance with specific fire precautionary measures included in the attached Fire Protection and Suppression Forms. The certification shall be made prior to commencement of work and shall be updated if at any time during performance the conditions change.

The Government may conduct verification inspections to ensure Contractor's compliance.

SECTION H--SPECIAL CONTRACT REQUIREMENTS

AGAR 452.215-73 POST AWARD CONFERENCE (NOV 1996)

A post award conference with the successful offeror is required. It will be scheduled and held within **10** days after the date of contract award. The specific date and time will be announced. The conference will be held at 701 N. Santa Anita Ave., Arcadia, CA 91006.

Special Approvals:

All road work will have prior approval by the Forest Service Archeologist, Biologists, the Forest Engineer, District Ranger and the Forest Service Road Manager.

PART II--CONTRACT CLAUSES

SECTION I--CONTRACT CLAUSES

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

FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

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

www.arnet.gov/far/

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.202-1	Definitions (JUL 2004)
52.203-3	Gratuities (APR 1984)
52.203-5	Covenant Against Contingent Fees (APR 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government (SEP 2006)
52.203-7	Anti-Kickback Procedures (JUL 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (SEP 2007)
52.204-4	Printed or Copied Double-Sided on Recycled Paper (AUG 2000)
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (MAY 2008)
52.211-18	Variation in Estimated Quantity (APR 1984)
52.215-2	Audit and Records -- Negotiation (JUN 1999)
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005)
52.219-8	Utilization of Small Business Concerns (MAY 2004)
	Alternate II (Oct 2001)
52.219-14	Limitations on Subcontracting (DEC 1996)
52.219-16	Liquidated Damages --Subcontracting Plan (JAN 1999) (<i>Applicable if > \$1 Million</i>)
52.222-3	Convict Labor (JUN 2003)
52.222-4	Contract Work Hours and Safety Standards Act -- Overtime Compensation (JUL 2005)
52.222-6	Davis-Bacon Act (JUL 2005)
52.222-7	Withholding of Funds (FEB 1988)
52.222-9	Apprentices and Trainees (JUL 2005)
52.222-10	Compliance with Copeland Act Requirements (FEB 1988)
52.222-11	Subcontracts (Labor Standards) (JUL 2005)
52.222-12	Contract Termination - Debarment (FEB 1988)
52.222-13	Compliance with Davis-Bacon and Related Act Regulations (FEB 1988)

52.222-14	Disputes Concerning Labor Standards (FEB 1988)
52.222-15	Certification of Eligibility (FEB 1988)
52.222-21	Prohibition of Segregated Facilities (FEB 1999)
52.222-26	Equal Opportunity (MAR 2007)
52.222-27	Affirmative Action Compliance Requirements for Construction (FEB 1999)
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans (SEP 2006)
52.222-36	Affirmative Action for Workers with Disabilities (JUN 1998)
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans (SEP 2006)
52.222-50	Combating Trafficking in Persons (SEP 2007)
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts (DEC 2007)
52.223-5	Pollution Prevention and Right-to-Know Information (AUG 2003)
52.223-6	Drug-Free Workplace (MAY 2001)
52.223-14	Toxic Chemical Release Reporting (AUG 2003)
52.223-15	Energy Efficiency in Energy-Consuming Products (DEC 2007)
52.225-13	Restrictions on Certain Foreign Purchases (JUN 2008)
52.227-1	Authorization and Consent (DEC 2007)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)
52.227-4	Patent Indemnity -- Construction Contracts (DEC 2007)
52.228-2	Additional Bond Security (OCT 1997)
52.228-11	Pledges of Assets (FEB 1992)
52.228-12	Prospective Subcontractor Requests for Bonds (OCT 1995)
52.228-14	Irrevocable Letter of Credit (DEC 1999)
52.228-15	Performance and Payment Bonds – Construction (NOV 2006)
52.229-3	Federal, State, and Local Taxes (APR 2003)
52.232-5	Payments Under Fixed-Price Construction Contracts (SEP 2002)
52.232-17	Interest (OCT 2008)
52.232-23	Assignment of Claims (JAN 1986)
52.232-27	Prompt Payment for Construction Contracts (OCT 2008)
52.232-33	Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003)
52.233-1	Disputes (JULY 2002)
52.233-3	Protest After Award (AUG 1996)
52.233-4	Applicable Law for Breach of Contract Claim (OCT 2004)
52.236-2	Differing Site Conditions (APR 1984)
52.236-3	Site Investigation and Conditions Affecting the Work (APR 1984)
52.236-5	Material and Workmanship (APR 1984)
52.236-6	Superintendence by The Contractor (APR 1984)
52.236-7	Permits and Responsibilities (NOV 1991)
52.236-8	Other Contracts (APR 1984)
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (APR 1984)
52.236-10	Operations and Storage Areas (APR 1984)
52.236-11	Use and Possession Prior to Completion (APR 1984)
52.236-12	Cleaning Up (APR 1984)

- 52.236-13 Accident Prevention (NOV 1991)
Alternate I (NOV 1991)
- 52.236-15 Schedules for Construction Contracts (APR 1984)
- 52.236-16 Quantity Surveys (APR 1984)
- 52.236-17 Layout of Work (APR 1984)
- 52.236-21 Specifications and Drawings for Construction (FEB 1997)
Alternate II (APR 1984)
- 52.236-26 Preconstruction Conference (FEB 1995)
- 52.242-13 Bankruptcy (JUL 1995)
- 52.243-4 Changes (AUG 1987)
- 52.244-6 Subcontracts for Commercial Items (MAR 2009)
- 52.245-1 Government Property (JUN 2007)
- 52.246-21 Warranty of Construction (MAR 1994)
- 52.248-3 Value Engineering – Construction (SEP 2006)
- 52.249-2 Termination for Convenience of the Government (Fixed-Price) (MAY 2004)--Alternate I
(SEP 1996)
- 52.249-10 Default (Fixed-Price Construction) (APR 1984)
- 52.253-1 Computer Generated Forms (JAN 1991)

AGRICULTURE ACQUISITION REGULATION (48 CFR CHAPTER 4) CLAUSES

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

52.203-15 Whistleblower Protections Under The American Recovery And Reinvestment Act of 2009 (Mar 2009)

(a) The Contractor shall post notice of employees rights and remedies for whistleblower protections provided under section 1553 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5).

(b) The Contractor shall include the substance of this clause including this paragraph (b) in all subcontracts.

52.204-7 Central Contractor Registration (APR 2008)

(a) Definitions. As used in this clause—

“*Central Contractor Registration (CCR) database*” means the primary Government repository for Contractor information required for the conduct of business with the Government.

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

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

“Registered in the CCR database” means that—

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
- (2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record “Active”. The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)

- (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- (2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS or DUNS+4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

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

(1) An offeror may obtain a DUNS number—

- (i) Via the internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

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

- (i) Company legal business name.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company physical street address, city, state and Zip Code.
- (iv) Company mailing address, city, state and Zip Code (if separate from physical).
- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

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

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

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the

Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) Change the name in the CCR database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

52.204-11 American Recovery and Reinvestment Act—Reporting Requirements. (JUL 2010)

(a) *Definitions.* For definitions related to this clause (e.g., contract, first-tier subcontract, total compensation etc.) see the Frequently Asked Questions (FAQs) available at http://www.whitehouse.gov/omb/recovery_faqs_contractors. These FAQs are also linked under <http://www.FederalReporting.gov>.

(b) This contract requires the contractor to provide products and/or services that are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act). Section 1512(c) of the Recovery Act requires each contractor to report on its use of Recovery Act funds under this contract. These reports will be made available to the public.

(c) Reports from the Contractor for all work funded, in whole or in part, by the Recovery Act, are due no later than the 10th day following the end of each calendar quarter. The Contractor shall review the Frequently Asked Questions (FAQs) for Federal Contractors before each reporting cycle and prior to submitting each quarterly report as the FAQs may be updated from time-to-time. The first report is due

no later than the 10th day after the end of the calendar quarter in which the Contractor received the award. Thereafter, reports shall be submitted no later than the 10th day after the end of each calendar quarter. For information on when the Contractor shall submit its final report, *see* http://www.whitehouse.gov/omb/recovery_faqs_contractors.

(d) The Contractor shall report the following information, using the online reporting tool available at www.FederalReporting.gov.

(1) The Government contract and order number, as applicable.

(2) The amount of Recovery Act funds invoiced by the contractor for the reporting period. A cumulative amount from all the reports submitted for this action will be maintained by the government's on-line reporting tool.

(3) A list of all significant services performed or supplies delivered, including construction, for which the contractor invoiced in this calendar quarter.

(4) Program or project title, if any.

(5) A description of the overall purpose and expected outcomes or results of the contract, including significant deliverables and, if appropriate, associated units of measure.

(6) An assessment of the contractor's progress towards the completion of the overall purpose and expected outcomes or results of the contract (*i.e.*, not started, less than 50 percent completed, completed 50 percent or more, or fully completed). This covers the contract (or portion thereof) funded by the Recovery Act.

(7) A narrative description of the employment impact of work funded by the Recovery Act. This narrative should be cumulative for each calendar quarter and address the impact on the Contractor's and first-tier subcontractors' workforce for all first-tier subcontracts valued at \$25,000 or more. At a minimum, the Contractor shall provide—

(i) A brief description of the types of jobs created and jobs retained in the United States and outlying areas (see definition in FAR [2.101](#)). This description may rely on job titles, broader labor categories, or the Contractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work; and

(ii) An estimate of the number of jobs created and jobs retained by the prime Contractor and all first-tier subcontracts valued at \$25,000 or more, in the United States and outlying areas. A job cannot be reported as both created and retained. *See* an example of how to calculate the number of jobs at http://www.whitehouse.gov/omb/recovery_faqs_contractors.

(8) Names and total compensation of each of the five most highly compensated officers of the Contractor for the calendar year in which the contract is awarded if—

(i) In the Contractor's preceding fiscal year, the Contractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(ii) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 ([15 U.S.C. 78m\(a\), 78o\(d\)](#)) or section 6104 of the Internal Revenue Code of 1986.

(9) For subcontracts valued at less than \$25,000 or any subcontracts awarded to an individual, or subcontracts awarded to a subcontractor that in the previous tax year had gross income under \$300,000, the Contractor shall only report the aggregate number of such first tier subcontracts awarded in the quarter and their aggregate total dollar amount.

(10) For any first-tier subcontract funded in whole or in part under the Recovery Act, that is valued at \$25,000 or more and not subject to reporting under paragraph 9, the contractor shall require the subcontractor to provide the information described in paragraphs (d)(1)(i), (ix), (x), (xi), and (xii) of this section to the Contractor for the purposes of the quarterly report. The Contractor shall advise the subcontractor that the information will be made available to the public as required by section 1512 of the Recovery Act. The Contractor shall provide detailed information on these first-tier subcontracts as follows:

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) The applicable North American Industry Classification System (NAICS) code.

(vi) Funding agency.

(vii) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(viii) Subcontract number (the contract number assigned by the prime contractor).

(ix) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.

(x) Subcontract primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.

(xi) Names and total compensation of each of the subcontractor's five most highly compensated officers, for the calendar year in which the subcontract is awarded if—

(A) In the subcontractor's preceding fiscal year, the subcontractor received—

(1) 80 percent or more of its annual gross revenues in Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and

(2) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and

(B) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 ([15 U.S.C. 78m\(a\), 78o\(d\)](#)) or section 6104 of the Internal Revenue Code of 1986.

(xii) A narrative description of the employment impact of work funded by the Recovery Act. This narrative should be cumulative for each calendar quarter and address the impact on the subcontractor's workforce. At a minimum, the subcontractor shall provide—

(A) A brief description of the types of jobs created and jobs retained in the United States and outlying areas (see definition in FAR 2.101). This description may rely on job titles, broader labor categories, or the subcontractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work; and

(B) An estimate of the number of jobs created and jobs retained by the subcontractor in the United States and outlying areas. A job cannot be reported as both created and retained. See an example of how to calculate the number of jobs at http://www.whitehouse.gov/omb/recovery_faqs_contractors.

(End of clause)

52.215-2 Audit and Records—Negotiation (Mar 2009) Alternate 1 (Mar 2009)

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) *Examination of costs.* If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

(c) *Cost or pricing data.* If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to—

- (1) The proposal for the contract, subcontract, or modification;
- (2) The discussions conducted on the proposal(s), including those related to negotiating;
- (3) Pricing of the contract, subcontract, or modification; or
- (4) Performance of the contract, subcontract or modification.

(d) *Comptroller General or Inspector General.* (1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 ([5 U.S.C. App.](#)), or an authorized representative of either of the foregoing officials, shall have access to and the right to—

(i) Examine any of the Contractor's or any subcontractor's records that pertain to and involve transactions relating to this contract or a subcontract hereunder; and

(ii) Interview any officer or employee regarding such transactions

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) *Reports*. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating—

(1) The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and

(2) The data reported.

(f) *Availability*. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in [Subpart 4.7](#), Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition—

(1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(g)(1) Except as provided in paragraph (g)(2) of this clause, the Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract. The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

(2) The authority of the Inspector General under paragraph (d)(1)(ii) of this clause does not flow down to subcontracts.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

52.222-8 PAYROLLS AND BASIC RECORDS (Deviation, Jan 2010)

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b)

(1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Contracting Officer, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the Contracting Officer.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify --

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this clause.

(4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

**52.222-39 Notification Of Employee Rights Concerning Payment Of Union Dues Or Fees
(Dec 2004)**

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

"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or

suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B-Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to-

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that-

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall-

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B-Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

52.225-21 Required Use of American Iron, Steel, and Other Manufactured Goods—Buy American Act—Construction Materials (Mar 2009)

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

“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.

“Domestic construction material” means—

- (1) An unmanufactured construction material mined or produced in the United States; or
- (2) A construction material manufactured in the United States.

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

“Manufactured construction material” means any construction material that is not unmanufactured construction material.

“Steel” means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

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

“Unmanufactured construction material” means raw material brought to the construction site for incorporation into the building or work that has not been—

- (1) Processed into a specific form and shape; or
- (2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

(b) Domestic preference.

(1) This clause implements—

(i) Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act) (Pub. L. 111-5), by requiring, unless an exception applies, that all iron, steel, and other manufactured goods used as construction material in the project are produced in the United States; and

(ii) The Buy American Act ([41 U.S.C. 10a - 10d](#)) by providing a preference for unmanufactured domestic construction material.

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

(3) This requirement does not apply to the construction material or components listed by the Government as follows: _____None_____

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

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

(A) The cost of domestic iron, steel, or other manufactured goods used as construction material is unreasonable when the cumulative cost of such material will increase the cost of the contract by more than 25 percent;

(B) The cost of unmanufactured construction material is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

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

(iii) The application of the restriction of section 1605 of the Recovery Act or the Buy American Act to a particular construction material would be inconsistent with the public interest.

(c) Request for determination of inapplicability of Section 1605 of the Recovery Act or the Buy American Act

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

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

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(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)(4) of this clause.

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

(iii) The cost of construction material shall include all delivery costs to the construction site and any applicable duty.

(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 section 1605 of the Recovery Act or 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 cost of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to section 1605 of the Recovery Act or the Buy American Act applies, use of foreign construction material is noncompliant with section 1605 of the American Recovery and Reinvestment Act or the Buy American Act.

(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:

Construction Material Description	Unit of Measure	Quantity	Cost (Dollars)*
<i>Item 1:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
<i>Item 2:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

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

[Include other applicable supporting information.]

[Include all delivery costs to the construction site.]*

Foreign and Domestic Construction Materials Cost Comparison

52.225-22 Notice of Required Use of American Iron, Steel, and Other Manufactured Goods—Buy American Act—Construction Materials (Mar 2009)

(a) *Definitions*. “Construction material,” “domestic construction material,” “foreign construction material,” “manufactured construction material,” “steel,” and “unmanufactured construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Required Use of Iron, Steel, and Other Manufactured Goods—Buy American Act—Construction Materials” (Federal Acquisition Regulation (FAR) clause [52.225-21](#)).

(b) *Requests for determinations of inapplicability*. An offeror requesting a determination regarding the inapplicability of section 1605 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) or 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 [52.225-21](#) in the request. If an offeror has not requested a determination regarding the inapplicability of 1605 of the Recovery Act or 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) If the Government determines that an exception based on unreasonable cost of domestic construction material applies, the Government will evaluate an offer requesting exception to the requirements of section 1605 of the Recovery Act or the Buy American Act by adding to the offered price of the contract—

(i) 25 percent of the offered price of the contract, if foreign iron, steel, or other manufactured goods are used as construction material based on unreasonable cost of comparable manufactured domestic construction material; and

(ii) 6 percent of the cost of foreign unmanufactured construction material included in the offer based on unreasonable cost of comparable domestic unmanufactured construction material.

(2) If two or more offers are equal in price, the Contracting Officer will give preference to an offer that does not include foreign construction material excepted at the request of the offeror on the basis of 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 [52.225-21](#), 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 cost comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR [52.225-21](#) 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 [52.225-21](#) does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested—

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

FAR 52.228-1 Bid Guarantee (SEP 1996)

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

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

(1) To unsuccessful bidders as soon as practicable after the opening of bids, and (2) To the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) The amount of the bid guarantee shall be 20 percent of the bid price.

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

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

FAR 52.252-6 Authorized Deviations in Clauses

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

(b) The use in this solicitation or contract of any [*insert regulation name*] (48 CFR N/A) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

AGAR 452.228-70 Alternative Forms of Security (NOV 1996)

If furnished as security, money orders, drafts, cashier's checks, or certified checks shall be drawn payable to: USDA Forest Service.

FAR 52.215-8 Order of Precedence—Uniform Contract Format (Oct 1997)

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

- (a) The Schedule (excluding the specifications).
- (b) Representations and other instructions.
- (c) Contract clauses.
- (d) Other documents, exhibits, and attachments.
- (e) The specifications.

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

SECTION J--LIST OF ATTACHMENTS

Title	Pages
Specifications Incorporated by Reference: The standard specifications applicable to this project can be found in the newly adopted <u>Standard Specifications for the Construction of Road and Bridges on Federal Highway Projects</u>, 2003 (FP-03 U.S. Customary Units), which is incorporated by reference. The publication is available for purchase from the Superintendent of Documents, US Government Printing Office (GPO), Washington, DC 20402 (202-512-1800). The publication number is FHWA-FLH-03-002. It is also available on line at http://www.wfl.fha.dot.gov/design/specs/fp03.htm.	1
2. Special Project Specifications FSH 7709.58 - TRANSPORTATION SYSTEM MAINTENANCE [7709.58,12.6,Ex.01]	3
3. DOL Wage Decision No. CA-100001	23
4. Fire Protection and Suppression	8
5. Biologist Requirements	2
6. Response to Solicitation Documents	4
7. SF-24 Bid Bond http://contacts.gsa.gov/webforms.nsf/0/D7C4A76F131B63D0852569B400042AC8/\$file/SF%2024.pdf	1
8. Drawings (01 Cover Sheet, 02 Road Layout Map & Patching Detail and 03 New Concrete Pavement Details)	3

PARTIAL ROAD LOG:

See DRAWINGS (SHEET 2 of 3) for A.C. Patching Schedule work items & Partial Road Log for miscellaneous work items.