

May 20, 2013

IFB Number 239708

Battelle Memorial Institute, Pacific Northwest Division (Battelle) operating the Pacific Northwest National Laboratory for the U.S. Department of Energy (DOE) is interested in receiving a proposal for booth replacement at five Port of New Jersey marine terminals.

This IFB includes the following enclosed Instructions and Contract Parts:

- Instructions and Representations
 - Invitation for Bid
 - Instructions for Bidders
- Part I – Schedule
 - Section “A” - Solicitation, Offer and Award form
 - Sections “B-H”
- Part II – Clauses
 - General Provisions for Fixed Price Construction Contracts dated July 2012
- Part III – Attachments
 - Div. 1
 - Drawings
 - Representations and Certifications
 - General Wage Decisions – Essex County, NJ

Your Proposal shall include:

- **Part I Schedule, Section A – Contract Form** (Solicitation, Offer and Award Form)
- **Completed & Signed Representations and Certifications**
- **Insurance:** Submit verification of possession of the insurance coverage listed in the General Provisions.
- **Permits and Licenses:** A Certificate of License which grants the Contractor the authority to work as a Contractor in the State, County and/or Municipality where the work is to be performed is a requirement to receive a Notice to Proceed. If Contractor does not have such license or certificate, a copy of the application for it must be submitted with an estimate of time required to obtain it.

Your bid is due to me no later than 1:00 PM (PDT), June 21, 2013. If you cannot be present at the opening, please call in at the following number: 1-888-363-4749, enter code 3717668 when prompted.

If you have any questions, feel free to contact me at 509-371-7913 or rick.dennis@pnnl.gov.

Sincerely,

Richard D. Dennis

Richard D. Dennis
Sr. Contract Specialist

Battelle Memorial Institute (Battelle) operates the U.S. Department of Energy's Pacific Northwest National Laboratory (PNNL) at Richland, Washington under Contract number DE-AC05-76RL01830.

IFB Number:	239708
Title:	NJ Storm Recovery Booth Replacement
Location:	Five booths located in Newark, New Jersey
Issue Date:	May 20, 2013
Bid Due Date:	June 21, 2013; 1300 hours (PDT) – Bid opening to be held in the LSB Flat Top Rm. or call in to 888-363-4749 and enter code 3717668
NAICS Code:	236220 - Commercial and Institutional Building Construction \$33.5M Size Standard
Restriction:	None
Contract Type:	Firm Fixed Price
Basis of Award:	Sealed Bid
Contractor Qualification Requirements:	<p>Prime Contractor shall be pre-qualified prior to <i>contract award</i>; likewise, Subcontractors to a Prime Contractor performing work shall be prequalified prior to <i>starting work</i>.</p> <p>Note - An Experience Modification Rate (EMR) of less than or equal to 0.9 for Prime Contractor (and 1.0 for Subcontractors) and no willful OSHA/State Labor & Industries Citations over the past three years is needed to meet the pre-qualification requirement. To apply for pre-qualification, see: https://ebs.pnl.gov/.</p>
Price Range:	Less than \$800K
Duration / Completion:	<p>Substantial Completion: <i>forty two (42) calendar days from Notice to Proceed</i></p> <p>Final Completion: -----See Div. 1, Section 01320, Part 1, Para. 1.2.B</p>
MANDATORY Prebid Meeting / Job Walk:	<p>The MANDATORY Prebid Meeting will be conducted, June 6, 2013, at the APM Terminal at Port Elizabeth, NJ.</p> <p>NOTE – PSE REQUIRED for JOB WALK - The US Department of Transportation requires each on-site person carry a TSA Transportation Worker Identification Credential (TWIC). Information on obtaining a TWIC is at http://www.tsa.gov (http://www.tsa.gov/twic).</p>
Contract Specialist:	<p>Name:-----Rick Dennis</p> <p>Office Phone:-----(509) 371-7913</p> <p>Cell Phone: -----(509) 539-6547</p> <p>Fax Number: -----(509) 371-7670</p> <p>Email Address: -----rick.dennis@pnl.gov</p>

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1. NAICS Classification: 236220

NAICS is the abbreviation for “North American Industry Classification System.” NAICS was developed by the U.S., Canada, and Mexico in a joint effort to provide new comparability in statistics about business activity across North America. NAICS assigns codes to all economic activity within twenty broad sectors and is accepted and used by the Small Business Association (SBA) in determining size standards where eligibility as a small business is a factor or a consideration.

2. Commencement, Prosecution, and Completion of Work [Adapted from FAR 52.211-10 (Apr 1984)]

The Contractor shall be required to (a) commence Work under this Contract within **One (1) calendar day** after the date the Contractor receives the Notice to Proceed, (b) prosecute the Work diligently, and (c) substantial completion of all Work not later **September 13, 2013**.

3. Amendments to Invitations for Bids [Adapted from FAR 52.214-3 (Dec 1989)]

- (a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.
- (b) Contractors shall acknowledge receipt of any amendment to this solicitation by
 - (1) identifying the amendment number and date in the space provided for this purpose on the form for submitting a Bid,
 - (2) letter or telegram, or
 - (3) facsimile, if facsimile Bids are authorized in the solicitation. Battelle must receive the acknowledgment by the time and at the place specified for receipt of Bids

4. False Statements in Bids [Adapted from 52.214-4 (Apr 1984)]

Contractors must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in Bids is prescribed in 18 U.S.C. 1001.

5. Submission of Bids

Electronic (via email) Bids are acceptable and preferred. However, hardcopies of Bids furnished hereunder must be submitted as one (1) original and one (1) copy. Envelopes containing Bids submitted should be identified in the lower right hand corner as “**Bid of IFB No. 239708**”

The Bid should be prepared simply and economically, and provide a straightforward, concise delineation of the information required to be furnished. Emphasis should be on completeness and clarity. Elaborate brochures or other presentations are neither required nor desired.

One original, signed by a representative of the Contractor authorized to enter into legally binding commitments is required for each Bid submitted.

The Bid may be submitted electronically to: rick.dennis@pnnl.gov.

If the Bid is transmitted via regular mail, it shall be addressed as follows:

Pacific Northwest National Laboratory
Attn: Rick Dennis
P.O. Box 999, Mail Stop J2-05
Richland, WA 99352

Bids to be transmitted via a commercial delivery service, U. S. Postal Service Express Mail Next Day Service - Post Office to Addressee, or hand carried shall be addressed as follows:

Pacific Northwest National Laboratory
790 6th Street
Richland, WA 99352
Attn: Rick Dennis
(509) 371-7913

6. Explanation to Prospective Contractors [Adapted from FAR 52.214-6 (Apr 1984)]

Any prospective Contractor desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective Contractors before the submission of their Bids. Oral explanations or instructions given before the award of a Contract will not be binding. Any information given a prospective Contractor concerning a solicitation will be furnished promptly to all other prospective Contractors as an amendment to the solicitation if that information is necessary in submitting Bids, or if the lack of it would be prejudicial to other prospective Contractors.

7. Late Submissions, Modifications, and Withdrawals of Bids [Adapted from FAR 52.214-7 (Nov 1999)]

- (a) Contractors are responsible for submitting Bids, and any modifications or withdrawals, so as to reach the Battelle office designated in the Invitation for Bid (IFB) by the time specified in the IFB. If no time is specified in the IFB, the time for receipt is 10:00 a.m., local time, for the designated Battelle office on the date that Bids are due.

- (b)(1) Any Bid, modification, or withdrawal received at the Battelle office designated in the IFB after the exact time specified for receipt of Bids is “late” and will not be considered unless it is received before award is made, the Contract Specialist determines that accepting the late Bid would not unduly delay the acquisition; and—
- (i) If it was transmitted through an electronic commerce method authorized by the IFB, it was received at the initial point of entry to the Battelle infrastructure not later than 5:00 p.m. one Working day prior to the date specified for receipt of Bids; or
 - (ii) There is acceptable evidence to establish that it was received at the Battelle installation designated for receipt of Bids and was under Battelle’s control prior to the time set for receipt of Bids.
- (2) However, a late modification of an otherwise successful Bid that makes its terms more favorable to Battelle will be considered at any time it is received and may be accepted.
- (c) Acceptable evidence to establish the time of receipt at the Battelle installation includes the time/date stamp of that installation on the Bid wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Battelle personnel.
- (d) If an emergency or unanticipated event interrupts normal Battelle processes so that Bids cannot be received at the Battelle office designated for receipt of Bids by the exact time specified in the IFB and urgent Battelle requirements preclude amendment of the IFB, the time specified for receipt of Bids will be deemed to be extended to the same time of day specified in the solicitation on the first Work day on which normal Battelle processes resume.
- (e) Bids may be withdrawn by written notice received at any time before the exact time set for receipt of Bids. If the IFB authorizes facsimile Bids, Bids may be withdrawn via facsimile received at any time before the exact time set for receipt of Bids, subject to the conditions specified in the Instruction to Contractors entitled “Facsimile Bids.” A Bid may be withdrawn in person by a Contractor or its authorized representative if, before the exact time set for receipt of Bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the Bid.

8. Period for Acceptance of Bids [Adapted from FAR 52.214-15 (Apr 1984)]

In compliance with the solicitation, the Contractor agrees, if this Bid is accepted within **60 calendar days** from the date specified in the solicitation for receipt of Bids, to furnish any or all items upon which prices are Bid at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.

9. Preparation of Bids—Construction [Adapted from FAR 52.214-18 (Apr 1984)]

- (a) **Bids must be—**
- (1) Submitted on the forms furnished by Battelle or on copies of those forms, and
 - (2) Manually signed. The person signing a Bid must initial each erasure or change appearing on any Bid form.
- (b) The Bid form may require Contractors to submit Bid prices for one or more items on various bases, including—
- (1) Lump sum Bid;

- (2) Alternate prices;
- (3) Units of construction; or
- (4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.
- (c) If the solicitation requires proposing on all items, failure to do so will disqualify the Bid. If proposing on all items is not required, Contractors should insert the words “no Bid” in the space provided for any item on which no price is submitted.
- (d) Alternate Bids will not be considered unless this solicitation authorizes their submission.
- (e) **Additional Bid Requirements—**
 - (1) **Representations and Certifications:** Contractor shall complete and submit company representations and certifications.
 - (2) **Insurance:** Contractor shall submit verification of possession of the insurance coverage listed in the General Provisions.
 - (3) **Permits and Licenses:** If the Contractor possess’ a current license for the state in which the work is to be performed, the Contractor shall submit the Certificate of License number; which grants them the authority to Work as a Contractor in the State, County and/or Municipality where the Work is to be performed. If Contractor does not have such license or certificate, a copy of the application for it must be submitted with an estimate of time required to obtain it. If said license is not required by the State, County, and/or Municipality where the Work is to be performed, the Contractor shall provide documentation, in the form of a signed letter, stating that, based on licensing requirements by the State, County, and/or Municipality, (a) such licensing is not required and (b) the General Construction Contractor and Subcontractors possess appropriate authority to work where the Work is to be performed. As applicable, the documentation shall cite the official State, County, and/or Municipality reference for said authority

10. Contract Award Construction [Adapted from FAR 52.214-19 (Aug 1996)]

- (a) Battelle will evaluate Bids in response to this solicitation and make award without discussions. Battelle shall award a Contract to the responsible Contractor whose Bid, conforming to the solicitation, will be most advantageous to Battelle, considering only price and possible price-related factors specified elsewhere in the solicitation.
- (b) Battelle may reject any or all Bids, and waive informalities or minor irregularities in Bids received.
- (c) Battelle may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the Bid.
- (d) Battelle may reject a Bid as non-responsive if the prices proposed are materially unbalanced between line items or sub-line items. A Bid is materially unbalanced when it is based on prices significantly less than cost for some Work and prices which are significantly overstated in relation to cost for other Work, and if there is a reasonable doubt that the Bid will result in the lowest overall cost to Battelle even though it may be the low evaluated Bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.
- (e) If negotiations are held, the Contractor shall designate as its negotiator a person who is authorized to make legally binding commitments without further review or approval. If, for

any reason, it is impractical for the Contractor to be represented at a negotiation meeting by other than a person fully authorized to act in its behalf, Battelle shall be notified sufficiently in advance to allow a decision to be made whether the negotiations should proceed as scheduled or be postponed. The Contractor's notice, if originally given orally, shall be confirmed in writing.

11. Pricing Conditions [Adapted from FAR 52.214-34 & 35 (Apr 1991)]

- (a) Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.
- (b) Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.
- (c) All pricing must be firm for the duration of this Contract.
- (d) The quoted price(s) must include all costs to for materials, labor, equipment, testing; and any and all items of expense, fees, taxes, duties, overhead and profit for full and complete performance of the Work.

12. Site Investigation and Conditions Affecting the Work [Adapted from FAR 52.236-3 (Apr 1984)]

- (a) The Contractor must take steps reasonably necessary to ascertain the nature and location of the Work, and to investigate and satisfy 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 must also satisfy 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 Battelle, 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 Battelle.

- (b) Battelle assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by Battelle. Nor does Battelle 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.

13. Labor Harmony

- (a) Battelle maintains a neutral position regarding Project Labor Agreements. This Contract Work does not mandate nor preclude participation in a Project Labor Agreement if said participation promotes the economy and efficiency in Federal procurement ascribed by Executive Order titled, “Use of Project Labor Agreements for Federal Construction Projects,” dated 2/6/09.
- (b) In accordance with applicable prior labor agreements, laws, regulations, codes and standards, the Contractor shall furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work. Without limiting the generality of the foregoing, Labor Harmony shall include the provision of labor that will not cause, cause to be threatened or give rise to either directly or indirectly, any work disruption, slowdowns or stoppages by employees of other Contractors, while performing any work or activities incidental thereto.
- (c) The Contractor agrees to insert the substance of this clause, including paragraph (c), in every Subcontract issued in performance of this Contract.

14. Flow-down of Contract Clauses

- (a) Any Contract resulting from this solicitation, by and between Battelle and Contractor (including all subcontractors and suppliers), for services in connection with Battelle’s Management, Operation and Maintenance of the U.S. Department of Energy’s Pacific Northwest Laboratory (PNNL) at Richland, Washington, under Contract DE-AC05-76RL01830 is subject to the terms and conditions of the General Provisions set forth in this solicitation. Contractor shall flow-down all terms and conditions in this solicitation in all its lower-tier subcontracts and supplier purchase orders. Clauses made inapplicable by the value, stated conditions, or type of Contract are self-deleting.
- (b) The Contractor and its subcontractors at any tier are required to submit a fully executed SF 1413, Statement and Acknowledgment, upon award of each subcontract involving labor to acknowledge that the following clauses of the Contract have been included:
 - (1) Contract Work Hours and Safety Standards Act – Overtime Compensation – Construction
 - (2) Davis-Bacon Act
 - (3) Withholding of Funds
 - (4) Payrolls and Basic Records
 - (5) Apprentices and Trainees
 - (6) Compliance with Copeland Act Requirements
 - (7) Subcontracts (Labor Standards)
 - (8) Contract Termination – Debarment
 - (9) Disputes Concerning Labor Standards
 - (10) Certification of Eligibility

B. SERVICES AND PRICES/COST

OFFER AMOUNT: The Firm Fixed Price shall be the “Bid Amount” as defined in Part I - Schedule, Section A; Box #14. Furthermore, the Bidder’s “Authorized Signature” acknowledges that the Bidder has understood and the “Bid Amount” complies with performance percentages as defined in Part II, General Provisions Clause 10 “LIMITATIONS ON SUBCONTRACTING”.

C. DESCRIPTION OF THE WORK

1. **GENERAL.** Contractor shall perform all construction services, and provide all material, means and methods, equipment, tools and labor, necessary to complete the Work described in and reasonably inferable from the Contract Documents.
2. **SPECIFIC.** The work includes but is not limited to the specific scope elements listed in Division 1 Specification Section 01100 and 01700.

D. PACKAGING AND MARKING

(Reserved)

E. INSPECTION AND ACCEPTANCE

Battelle has the right to inspect and evaluate the Work performed or being performed under the Contract, and the premises where the Work is being performed, at all reasonable times and in a manner that will not unduly delay the Work. If Battelle performs inspection or evaluation on the premises of the Contractor or a Subcontractor, the Contractor shall furnish and shall require Subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

F. PERIOD OF PERFORMANCE

1. It is anticipated the successful Bidder will receive **Notice of Award (NOA)** on or around **June 21, 2013**

Contractor shall provide the following *within nine (9) calendar days from Notice of Award (NOA)* – Contractor is hereby advised that the following shall be provided as set forth herein, unless the parties mutually agree otherwise in writing.

- (1) Submit Performance and Payment Bonds to the Contract Specialist
- (2) Standard SF1413 Form to the Contract Specialist
- (3) Submit Safety & Health Plan to the Technical Administrator
- (4) Submit QA documentation to the Technical Administrator

IMPORTANT: *The items identified herein are **not** all inclusive of technical required submittals* that may be required prior to NTP. The Contractor shall refer to Section 01100 of the Division 1 for additional items that may also be required.

2. The Contractor shall be authorized to:
 - (a) commence Work under this Contract by the issuance of a **Notice to Proceed (NTP)** anticipated to be effective on or about **Monday, July 1, 2013**, and will be adjusted

- based on the NOA date. Contractor is expected to initiate the work scope as of this NTP date.
- (b) prosecute the Work diligently,
 - (c) complete the *Work in Phases* as set forth in the Division 1, Section 01320, and
 - (d) complete the entire Work ready for use as set forth herein after issuance of **NTP**.
- (1) **Final Completion:** It is expected that Booth Turn-over no later than September 13, 2013.

G. CONTRACT ADMINISTRATION

1. **GENERAL.** The Contractor is solely responsible for strict compliance with all requirements of this Contract. No notice, communication or representation in any form or from any person other than a Battelle Contracts Representative shall be effective to relieve the Contractor of such obligation or to stop Battelle from enforcing the Contract exactly according to its written terms.
2. **CONTRACT AUTHORITY.** Contracting authority in Battelle is by formal delegation to named individuals. Contract authority for this Work has been delegated to:

Name: **Rick Dennis**
Title: **Sr. Contracts Specialist**
Office Phone: **509-371-7913**
Cell Phone: **509-539-6547**
Fax: **509-371-7670**
Email: rick.dennis@pnnl.gov

Notwithstanding any of the other provisions of the Contract, a named and authorized Battelle Contract Representative shall be the only individual on behalf of Battelle authorized to accept nonconforming Work; waive any requirement of this Contract; or take any action involving a change in the scope, price, terms, or conditions of this Contract.

3. **INTERPRETATION AND INTENT.** The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, the order of precedence shall be in accordance with the “Order of Precedence” General Provision as specified in Section H below.

The Contract Documents form the entire agreement between Battelle and Contractor and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

4. **INVOICING AND PAYMENT.** Submit invoices electronically to ap.invoices@pnnl.gov. Invoices may not be submitted more frequently than monthly. Payments can be made electronically by wire (foreign payments) or ACH (domestic payments) by filling out the ACH form at <http://www.pnl.gov/contracts/documents/invoices.asp>. Failure to comply with electronic processing may result in a delay in payment. Payments Terms are Net 30 from the date received
5. **TECHNICAL DIRECTION.** The Contractor's progress and compliance with the technical requirements of this Contract will be monitored for Battelle by a Technical Administrator. The Technical Administrator is authorized to receive information, conduct inspections of Work in process and witness Contractor tests. He/she has no authority to: change or waive any provision of this Contract, including but not limited to statements of Work, drawings, specifications and standards, whether attached or incorporated by reference; provide interpretations of any provision or requirement of this Contract; direct, advise, or recommend any particular course of conduct on the part of the Contractor; or create any legally binding commitment on behalf of Battelle. The Technical Administrator for this Work will be:

Name: **Donnie Draper**
Title: **PNNL Site Manager**
Office Phone: **509-372-4079**
Cell Phone: **509-308-0574**
Email: don.draper@pnnl.gov

H. SPECIAL REQUIREMENTS

1. DAVIS-BACON WAGE RATE DETERMINATION

This project is federally funded. Therefore, the installation work has been determined to be covered by the Davis Bacon labor related clauses. The applicable wage rate determination, effective as of the issue date of this solicitation, is hereby incorporated in Part III, Section J, Attachments.

2. CONTRACTOR (I.E. PRIME CONTRACTOR AND SUBCONTRACTOR) PREQUALIFICATION — CONSTRUCTION

- (a) *Contractors* must meet Battelle's minimum qualification requirements to be eligible to Contract with Battelle directly as a Prime Contractor, or participate as a *Subcontractor to a Prime Contractor* performing Work on-site. Battelle's *Prime Contractor and Subcontractor qualification requirements* are posted on our Acquisition website at <https://ebs.pnl.gov>. Any required supporting documents should be attached electronically and submitted with the completed Qualification Statements. Contractors will be notified by email of the acceptability of their qualifications.

- (b) *Prior to contract award, the **Prime Contractor shall be pre-qualified.***
- (c) *Prior to performing any awarded Contract Work on-site, **each Subcontractor to the Prime Contractor must be accepted** as meeting Battelle’s qualification requirements.*

3. DOCUMENTS LABELED “FOR OFFICIAL USE ONLY”

Protect drawings and other documents labeled “For Official Use Only” or “FOUO.” Only some of the electrical drawings are labeled FOUO. The Contactor shall have its staff and the staffs of its subcontractors protect drawings labeled FOUO as follows:

- (a) Only show drawings to those individuals who have a need to know in order to get the job done.
- (b) When not using documents, keep them under lock and key, such as a locked file cabinet, locked office, locked briefcase, or out of sight in a locked vehicle.
- (c) Do not make copies of drawings without permission from the PNNL Contract Authority.
- (d) When the document is no longer needed, mail it in a sealed, opaque envelope to Bev Jennings, PO Box 999, Mailstop K6-69; Richland, WA 99352. Mark the envelope "TO BE OPENED BY ADDRESSEE ONLY".

4. Hoisting and Rigging

Contractors performing hoisting and rigging activities are required to follow the hoisting and rigging requirements of the authority having jurisdiction for that locale.

5. **Clause #4 “ORDER OF PRECEDENCE - CONSTRUCTION” in GENERAL PROVISIONS for Fixed Price Construction Contracts is hereby deleted in its’ entirety and replaced by the following**

“Clause #4 Order of Precedence - Construction

Unless otherwise specified, for any inconsistency between the contract, these terms and conditions, or the specifications and drawings, the inconsistency shall be resolved by giving precedence in the following order:

*The contract agreement (excluding specifications);
These General Provisions;
The Drawings and Drawing Addendums; and
The Construction Specification
Division 1 Administrative Requirements
Representations and other Instructions.”*

6. **Contractor Nonconformance Report** (cl. 360 – May 2009)

Contractor is required to report to the Battelle Contracts Representative any nonconformance or deviation from Battelle’s technical requirements. To comply with the

reporting requirements the Contractor shall complete Battelle's Contractor Nonconformance Report (CNCR) which is available at www.pnl.gov/contracts/documents. The completed CNCR shall be submitted by the Contractor to the Battelle Contracts Representative to request Battelle to accept a deliverable not meeting all of Battelle's technical requirements. The decision whether to accept or reject such a request shall be within Battelle's sole discretion, and the Contractor shall not proceed in accordance with the requested deviation or present for inspection or acceptance any product produced in accordance with such deviation, unless and until Battelle's written approval on the CNCR is received by the Contractor.

Battelle's rights and remedies provided in this clause are in addition to any and all other rights and remedies that Battelle may have under Federal or State law.

7. **Welding** (*cl. QA-171 –Mar 2011*)

Welded items shall be fabricated by qualified/certified personnel utilizing qualified procedures based on contract-specified nationally recognized welding codes/standards in effect on the contract date.

The Contractor shall maintain records of welding qualifications and procedures including welder qualification/certification documentation. Welder qualification/certification shall include documented evidence of continued welding performance by welding process.

After contract award, but 15 working days prior to performing any welding, the Contractor shall deliver to Battelle for review and acceptance the following documentation:

- Procedure Qualification Record for each applicable welding process and/or reference to applicable pre-qualified procedures indicating applicable code/standard and section.
- Welding Procedure Specification for each applicable welding process.
- Welder Qualification/Certification Records for those individuals performing the welding as required by the contract.

Unless otherwise specified, the Contractor shall mail all documents required by this contract to be delivered to the Battelle Contracts Representative, Battelle, PO Box 999, Richland, WA 99352. Submission of a certification constitutes Contractor's express warranty that the identified supplies conform to all of the requirements of this contract. A document is not delivered until it is received by Battelle. Battelle shall have the right to reject, as not in conformity with the requirements of this contract, any supplies or



Part I – Schedule Contract Form - Sections B Through H

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services for which all required reports, procedures, or certifications are not delivered. The Contractor's failure to deliver such documents, or delivery of deficient documents, shall be deemed a failure to make delivery within the meaning of the default clause of this contract.

Pre-Work Evaluation Requirement: Prior to performing any welding, Battelle's Acquisition Quality Support Services must evaluate the supplier's documentation (as required above) for compliance with contractual requirements.

Documents Included in the Request for Proposal Package:

1. Div. 1 Specification
2. Drawings – 5 Sets
3. Representations & Certifications
4. Davis-Bacon Wage Determination – Essex County, NJ

Sample Forms On-line:

<http://www.pnnl.gov/contracts/documents/construction.asp>

1. Acceptance of Completed Work
2. Certificate of Liability Insurance – ACORD 25
3. Certified Payroll - WH-347
4. Contract Release
5. Injury/Illness Report
6. Invoice Template
7. OSHA Record Keeping
8. Payment Bond – SF 25a
9. Performance Bond – SF 25
10. Request for Information
11. Statement and Acknowledgement – SF 1413
12. Submittal Form

All attachments are provided in .pdf format. You must have a .pdf viewer. A free viewer is available from Adobe Acrobat at www.adobe.com.

Division 1 Specification Sections
For Radiation Portal Monitor Project:
New Jersey Five Booth Replacements – Global, PNCT Rail, Maher, APM Main, APM Rail

Revision No. 0

Date: April 11, 2013

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SECTION 01100 – SUMMARY OF WORK

PART 1 – GENERAL

1.1 SUMMARY

- A. This Section includes the following:
1. Work Covered By Contract Documents
 2. Work Schedule
 3. Roles and Responsibilities
 4. Division 1 Sections Applicable to This Project
 5. Submittal List and Hold Points for this Project

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: Port of NY/NJ Five Booth Replacements – Global, PNCT Rail, Maher, APM Main, APM Rail



Port of NY/NJ Terminals

- a. Global CBP Booth (Main)
Global Terminals
403 Port Jersey Blvd
Jersey City, NJ 07305
- b. Port Newark Container Terminal (PNCT) CBP Booth (Rail)

- Port Newark Container Terminal (Rail)
Tyler St.
Newark, NJ xxxxx
- c. Maher Terminal CBP Booth
Maher Terminal (Main)
Building 1020, North Fleet Street
Elizabeth, NJ 07201
 - d. APM Terminal CBP Booth (Main)
APM Terminal (Main)
5080 McLester Street
Elizabeth, NJ 07207
 - e. APM Terminal CBP Booth (Rail)
APM Terminal (Rail)
5080 McLester Street
Elizabeth, NJ 07207
 - f. The terms “the work” and “project” and similar terms are used interchangeably. The terms “the site”, “job site”, “work site”, “project site”, and similar terms are used interchangeably.
- B. Owner: Battelle Memorial Institute (Battelle). Battelle operates the Pacific Northwest National Laboratory (PNNL) for the U.S. Department of Energy. The names “Battelle” and “PNNL” are used interchangeably. See the Contract Documents, Part I – Schedule, for additional information, including Battelle’s contract point of contact, the Contract Specialist, and the technical point of contact, the Technical Administrator.
- C. Ultimate Owner: Battelle will transfer ownership of installed systems to the U.S. Government under the U.S. Customs and Border Protection (CBP) under the Department of Homeland Security.
- D. Site Owners: The existing site and facilities are owned by the Port Authority of New York and New Jersey. The terminal is leased and managed by terminal operators. CBP has existing operations at the site and may own or operate some of the existing site facilities.
- E. Local Building Code Jurisdiction: Port Authority of New York and New Jersey.
- F. Architect/Engineer (AE, A/E, A&E) of Record: AECOM Services, Inc. 3250 Port of Benton Boulevard, Richland, WA. The following terms are used interchangeably: Architect, Engineer, Architect/Engineer, A&E, AE, A/E.
- G. Construction Management Support: Donnie Draper, PNNL, is the site manager. Clark Lindenmeier, PNNL, will provide construction management.
- H. The Work consists of the following:
- 1. Work Summary: U.S. Customs Operations booths will be installed on contractor provided pedestals at Global, PNCT, Maher and two locations at APM Terminal. The contractor is responsible for offloading and installation at all locations. The booth is Government Furnished Equipment (GFE). The contractor is responsible

for placing the booth at all locations. Equipment and cabling will be moved / rerouted from an existing temporary trailer at the site to the new booth by the contractor. This will require installation of conduit, cables and wires for power and communication, as identified in design drawings. Installation of equipment racks near the new booth is also required. The existing temporary trailer and equipment in the trailer must remain operational except as described in Section 1320.

2. Additional Information:

- a. The existing temporary booth and RPMs are operational and must remain operational until the coordinated “turn-over” date. During this time, terminal traffic can be quite heavy. It is anticipated that work will need to be conducted during “off hours”. The gates are operational Monday through Friday at various times, as described in Section 01100, 1.3, Roles and Responsibilities. Construction work cannot significantly impact ongoing operations.
- b. The US Department of Transportation requires each on-site person carry a TSA Transportation Worker Identification Credential (TWIC). Information on obtaining a TWIC is at <http://www.tsa.gov> (<http://www.tsa.gov/twic>).
- c. Final booth transfer and connection **will** require work during off-hours as described in section 01320.

I. Project will be constructed under a single prime contract.

1.3 ROLES AND RESPONSIBILITIES

A. Global Terminal

1. Hours of operation are Monday through Friday between 6 AM and 6 PM. Work conducted at the site must be coordinated such that it will have as minimal impact on existing operations as possible.

B. PNCT

2. Hours of operation are Monday through Friday between 6 AM and 6 PM. Work conducted at the site must be coordinated such that it will have as minimal impact on existing operations as possible.

C. Maher Terminal

3. Hours of operation are Monday through Friday between 6 AM and 8 PM. Work conducted at the site must be coordinated such that it will have as minimal impact on existing operations as possible.

D. APM Terminal

1. Hours of operation are Monday through Friday between 6 AM and 6 PM. Work conducted at the site must be coordinated such that it will have as minimal impact on existing operations as possible.
- C. Port Authority of New York and New Jersey
 1. The Port Authority of New York and New Jersey is the owner of the terminal property. It is also the permitting agency.
- D. Pacific Northwest National Laboratory (PNNL)
 1. Provides technical design drawings and technical direction.
 - a. Design Drawings:
 - WS8847: Global Booth Replacement*
 - WS8864: PNCT Rail Booth Replacement*
 - WS8854: Maher Booth Replacement*
 - WS8852: APM Main Booth Replacement*
 - WS8853: APM Rail Booth Replacement*
 2. Oversee technical compliance with design during construction (see hold points).
 3. Deliver government furnished, contractor installed equipment (GFE CI).
 4. Assist in booth turn-over.
 5. Coordinate acceptance testing and turnover of the system to CBP.
- E. Customs and Border Protection
 1. Specify any specific locations for equipment not already described in the design documents.
 2. Accept completed site following commissioning activities and approvals.
- F. General Contractor
 1. Receipt of GFE delivered equipment.
 2. Provide all equipment identified as "contractor provided" as well as all other materials and equipment required to complete the booth installation, other than equipment identified in the equipment list in the construction drawings as Government Furnished Equipment (GFE).
 3. Complete construction and installation activities to complete tasks as described above (Section 01100-1.2-H) and accompanying design drawings.
 4. Provide support for Battelle Forces. See section 01300-3.5

5. Obtain written approval from the Battelle Contracts Specialist or authorized representative for scope or cost changes before any changes are implemented.
6. Maintain access to existing lanes and work spaces. Do not close or obstruct gates, lanes, or other occupied or used facilities. Coordinate work scheduling with the Site Manager.

1.4 WORK SCHEDULE: See Section 01320.

1.5 PNNL CONTACTS: Also refer to Part 1 Schedule; Section G – Contract Administration

- A. PNNL Site Manager:
Don Draper
(509) 372-4079 – (office)
(509) 308-0574 – (cell)
donnie.draper@pnnl.gov
- B. PNNL Construction Manager:
Clark Lindenmeier
(509) 371-7110 – (office)
(509) 528-2094 – (cell)
clark.lindenmeier@pnnl.gov
- C. Battelle Contracts Specialist:
Rick Dennis
(509) 371-7913 – (office)
(509) 539-6547 – (cell)
rick.dennis@pnnl.gov

1.6 DIVISION 1 SECTIONS APPLICABLE TO THIS PROJECT

- A. The following Division 1 sections apply to this project in addition to this Section 01100. Battelle may later identify unmarked sections as applicable to address contract clarifications, corrections, or changes.

Section 01300 - Construction Administration

Section 01320 - Construction Scheduling

Section 01400 - Quality Assurance, Safety & Health, and Environmental Protection

Section 01700 - Engineering, Layout, and Installation

PART 2 – PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 Submittal List

The following table shows the list of submittals for this project; use the following submittal list as specified in Section 01300.

Submittal # and Description		Construction Schedule	When Due	Planned Response	
Before NTP	1	Submit bonds, insurance, subcontractors, and inspectors.	No	NTP-7	I&R
	2	Submit Construction Schedule.	No	NTP-7	Response
	3	Submit QA documentation.	No	NTP-7	I&R
	4	Submit Safety & Health Plan	No	NTP-7	I&R
	5	Pull building/electrical permits, submit copy	No	NTP-7	I&R
	6	Submit welder's certification for field welding.	No	NTP-7	I&R
	7	Submit pedestal shop drawings	No	NTP-7	Response
Post NTP	8	Submit 1) Steel ID markings & steel mill certificates, 2) Weld filler material ID markings and mfr's certificate.	No	Before Inspection	I&R

Legend for the Submittal table and the Hold Points table

- NTP = Notice to Proceed
- Response = Battelle plans a written response.
- I&R = for Battelle's information and record. No Battelle response planned.

END OF SECTION 01100

SECTION 01300 – CONSTRUCTION ADMINISTRATION

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following administrative and procedural requirements:
1. Request for Information (RFI)
 2. Submittals
 3. Sensitive Information
 4. Redline Drawings
 5. Support of Battelle Forces
 6. Battelle Hold Points
 7. Daily Contract Report
 8. Proposals and Changes

PART 2 – PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 REQUEST FOR INFORMATION (RFI)

An RFI is a written, documented administrative method by which the Contractor can request clarification and/or direction from Battelle on Contract requirements. An RFI is not a change document therefore, do not make or infer changes to the Contract Work based on a Battelle response to an RFI *except when Battelle uses an RFI to accept a Substitution Request*.

- A. RFI Form. Submit Requests for Information on the Battelle Request for Information (RFI) form located at <http://www.pnl.gov/contracts/documents/construction.asp>. Maintain RFI log and Battelle responses, and keep RFIs and log available to Battelle's on site representatives.
- B. RFI Process. Submit RFIs in writing to the project Site Manager, in clear concise language and in sufficient detail to fully describe the issue. Review RFIs from sub-tier contractors and, if appropriate, submit to Battelle in accordance with this specification.
- C. RFI for Substitution Request: Submit one (1) request for each request on an RFI form. Include the words "Substitution Request" in the title and file-name of the RFI and in the Subject of the email transmitting the RFI to Battelle. Identify product or fabrication or

installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

3.2 SUBMITTALS

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that requires sequential activity.
 - 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Battelle reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- D. Transmittal: Email submittals directly from the Contractor to Battelle as Acrobat PDF, Excel, or Word files unless Battelle requests otherwise for a particular project or submittal. Package each submittal in its own email with any attachments and in the email format noted below. Package and email each proposed Substitution or Comparable Product separately from other submittal emails. Battelle may reject submittals received from sources, including subcontractors. Prepare the email as the submittal cover sheet as follows:
- G. Manufacturers' Data Sheets: Where product data contain manufacturers' standard data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
- K. Contractor Review
 - 1. Review each submittal and check for accuracy completeness and compliance with the Contract Documents before submitting.
- L. Battelle Review
 - 1. Response Submittals: Battelle will review each submittal, and make marks to indicate corrections or modifications required, and return the marked up submittal to the Contractor. Battelle will reply to the submittal email to indicate Battelle's disposition of the submittal and any subsequent actions required by the Contractor as follows:
 - a. No Exception Taken: Battelle found nothing within the submittal that requires rework to the submittal.

- b. Exception Taken as Noted – No Re-submittal Required: Battelle has found and marked up discrepancies within the submittal. Contractor shall make corrections as noted, but is not required to resubmit the package to Battelle.
 - c. Exception Taken as Noted – Resubmittal Required: Battelle has found and marked up discrepancies within the submittal; Contractor shall make corrections as noted and resubmit the package to Battelle.
 - d. Reject – Revise and Resubmit: Submittal is rejected in its entirety or has not been transmitted per these specifications; Contractor shall remedy the discrepancy and resubmit the entire package.
2. Information and Record (I&R) Submittals: Battelle will review each submittal without returning any disposition to the Contractor, unless the submittal does not comply with requirements, in which case the submittal will be rejected and returned.

3.3 SENSITIVE INFORMATION

- A. Construction drawings and vendor installation manuals may be marked “For Official Use Only” or “FOUO.”
- B. Assure that Contractor and subcontractor personnel protect these FOUO drawings as noted on those documents.
- C. Sensitive information also includes personal information, such as social security numbers, salary or pay rates, driver license numbers, and health records that the email or document connects to an individual by name.

Do not email sensitive information without a strong password on the file or email containing the sensitive information.

3.4 CONTRACTOR SUPPORT OF BATTELLE FORCES

- A. Provide 20 hours labor and equipment to enable Battelle forces to examine or verify the Work and to access equipment such as underground vaults, booth roof tops, and elevated cameras.
- B. Provide labor and equipment to enable Battelle forces to commission and trouble-shoot completed work. This work typically occurs during the booth turn-over period. This work may include installation of additional equipment and direct support of Battelle forces in the diagnostics and repair of equipment. It may also require the termination or retermination of communications / fiber optic / or power cable connections.
- C. Replace Contractor Provided (CP) equipment or components identified as failures during trouble-shooting.

3.5 BATTELLE HOLD POINTS

- A. A Battelle Hold Point is a planned and specified point in the sequence of work to allow Battelle to observe the specific task and status of that task. Hold points are noted in the design drawing and in the table found in Section 01100-3.2.
- B. Before notifying Battelle that portion of the work is ready for Battelle's observation, ensure that all work necessary for the observation will be completed by the proposed Hold Point date.
- C. Contact Battelle Site Manager with proposed date, allowing for necessary travel arrangements.
- D. Document Battelle's observations in the Daily Report.
- E. Resume work on the sequence of work after Battelle has observed the work.
- F. Battelle Site Manager may elect to not observe the hold point, and task the contractor with other methods of verification, such as photographs, and direct the contractor to resume work.

3.6 DAILY CONTRACTOR REPORT

- A. Prepare a daily construction contract report and submit it daily to record the following information:
 - 1. List of subcontractors at Project site
 - 2. List of separate contractors at Project site
 - 3. Approximate count of personnel at Project site
 - 4. Work completed

3.7 SPECIAL INSPECTIONS

- A. Provide the Special Inspections noted in the drawings and specifications using experienced and certified individuals as required by the International Building Code, 2000, Chapter 17, Structural Tests and Special Inspections and contract documents. Special Inspections are in addition to those by the local code enforcement agency. Document and submit the inspections and tests results to Battelle prior to requesting acceptance of work. Note the results of each day's inspections and tests in the Daily Construction.

3.8 PROPOSALS AND CHANGES

- A. When the Contractor considers a Battelle order or instruction to be a change, immediately submit a written notice to the Contracts Specialist stating the Contractor's position in accordance with the General Provision for Fixed Price Construction Contracts "Changes – Construction" clause.

- B. When submitting a proposal, include only the changes that have been clearly identified in writing as acceptable changes by Battelle or as changes in the Contractor's proposal cover letter and cost documentation.

END OF SECTION 01300

SECTION 01320 - CONSTRUCTION SCHEDULING

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section establishes construction scheduling requirements.

1.2 OVERALL WORK SCHEDULE REQUIREMENTS

- A. The work will be completed in three subsequent phases: (1) Off site work, (2) Booth Turn-Over Preparation, (3) Booth Turn-Over
- B. Substantially complete the work *forty-two (42) calendar days* after the date Battelle sets as the Notice to Proceed (NTP). It is expected that Booth Turn-over (Phase 3) will be accomplished on five consecutive weekends and that parts of Phases 1 and 2 will be accomplished in parallel to support this schedule. Substantial completion is when Battelle determines the work is sufficiently complete to support the intended operations without interference from the Contractor's performance of the remaining work. This substantial completion date is sometimes referred to as the date of beneficial occupancy.

1.3 Work Phases

A. Phase 1: Off-Site work

1. This phase begins with the NTP and concludes with the coordinated delivery of the contractor provided booth pedestals.
2. During this phase, the contractor is to fabricate, galvanize, and deliver the booth pedestal. The delivery of the booth pedestal must be coordinated with the facility and Battelle.
3. Contractor mobilization may occur during this phase, but it must be coordinated and approved by Battelle.

B. Phase 2: Booth Turn-Over Preparation

1. This phase begins with preparation of the existing booth pad or installation of a new booth pad in accordance with the site design. The contractor will install the pedestal and attach the booth to the pedestal as required by the drawings. The contractor will also install any equipment, conduit, and/or cabling necessary to facilitate the completion of Phase 3. The phase ends when the new booth is installed and prepared for final booth turn-over.
2. During this time, the existing temporary trailer and RPM system must remain fully functional.
3. The facility will be operational during this period. Contractor work must not impede with facility or U.S. Customs operations during this phase.

C. Phase 3: Booth Turn-Over

1. This phase is to be completed on the weekend following completion of phase 2 at each location. During this phase the contractor will do all work not previously completed to make the new booth fully functional.
2. This phase is concluded when all systems are fully functional and have been tested as such.
3. This phase may begin after the terminal closes on Friday evening and must be concluded prior to 6 AM Monday morning.
4. Contractor support of Battelle forces is required during this period.

END OF SECTION 01320

SECTION 01400 – QUALITY ASSURANCE, SAFETY & HEALTH, AND ENVIRONMENTAL PROTECTION

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes requirements for quality assurance, quality control, personal safety and health, and environmental protection.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 QUALITY ASSURANCE

- A. Submit documentation that addresses the Contractor quality management and inspection system in accordance with the General Provisions for Fixed Price Construction Contracts, including Clauses 42, 43, 53, 54, 55, and 56. Submit documentation for information and record after Contract award but prior to performing work.
- B. Battelle maintains a deficiency reporting system to identify Contract non-conformances that are not reported by the Contractor. If Battelle identifies and documents nonconforming material and/or work, then Battelle will provide the Contractor written notification of the nonconformance and a disposition. Do not proceed with the item or work identified by a Battelle nonconformance report until Battelle provides the disposition.

3.2 SAFETY AND HEALTH

- A. Submit Contractor Safety and Health Plan that addresses the safety and health requirements of the General Provisions for Fixed Price Construction Contracts “Environment, Safety and Health Requirements” clause. Submit the documentation for record and information after Contract award but prior to performing work
- B. Maintain a written Safety and Health Program in compliance with the following regulations:
 - 1. 29 CFR Parts 1910: Occupational Safety and Health Administration (OSHA) General Industry and Health Standards
 - 2. 29 CFR, Part 1926: OSHA Construction Industry Standards, including Subpart P; Excavations.
 - 3. NFPA 70, National Electric Code
 - 4. NFPA 70E, Electrical Safety Requirements for Employment Work Places

5. NFPA 241 Standard for Safeguarding Construction Alteration and Demolition, 2000 Edition.
 6. International Building Code.
- C. Site Safety Supervisor: In accordance with the Contract General Provision for Fixed Price Construction Contracts “Superintendence by the Contractor” clause, prior to commencing onsite work, identify a member of Contractor’s key supervisory staff as the designated “Site Safety Supervisor.”

Copies of the following documents shall be maintained at the jobsite for Battelle review: safety inspections, employee orientations, training records, safety meeting records, and competent person designations.

- D. Preconstruction Safety Meeting: Prior to commencing construction, assemble the representatives of the Contractor’s management, including the General Superintendent and Site Safety Supervisor, and meet with Battelle to review the Contract’s Safety and Health requirements.

Advise Battelle of any special safety restrictions it has established so that Battelle and other project or site personnel can be notified of these restrictions.

- E. Emergency Notifications: Post emergency first aid information and emergency telephone numbers at the work site. Use “911” for emergency police/fire/rescue unless directed otherwise by Site Owners or other authority.

Immediately report emergencies, injuries, accidents, spills, and other unusual activities related to safety, health, and the environment to the following organizations in order as listed.

1. The local, governing jurisdiction.
2. Site Owners and site operator.
3. Battelle. Call each of the following contacts in the order as listed until the Contractor has personally and directly talked with a Battelle representative.
 - a. Battelle’s point of contact at the site.
 - b. Battelle’s Technical Administrator noted in the contract documents.
 - c. Battelle’s Contract Authority noted in the contract documents.

- F. Emergency Suspension of a Portion of Work: When anyone identifies a safety, health, or environmental concern, immediately evaluate the concern and determine the appropriate response.

3.3 ENVIRONMENTAL PROTECTION

- A. Review the General Provisions for Fixed Price Construction Contracts for environmental requirements, including “Environment, Safety and Health Requirements”, and “Solid Waste Management.

- B. Manage hazardous waste generated or accumulated on-site and dispose of the waste in accordance with the requirements of 40 CFR 262, EPA Standards applicable to Generators of Hazardous Waste and applicable state and local regulations. This may include asphalt removed during installation of the pedestal.

END OF SECTION 01400

SECTION 01700 - ENGINEERING, LAYOUT, AND INSTALLATION

PART 1 - GENERAL

1.1 SUMMARY

This Section includes general procedural requirements governing execution of the Work. All tasks in this section are required to be performed by the construction contractor unless otherwise noted.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 MAJOR TASKS

A. Layout

1. Prior to layout, investigate and verify the existence and location of any obstacles affecting the Work or that could be affected by the Work.
2. Before proceeding to lay out the Work, verify layout information shown on Drawings. Verify property survey and existing benchmarks if provided by Battelle for laying out the Work. If discrepancies are discovered, notify Battelle promptly

B. Receive delivered equipment

1. Inspect, unload, inventory, and store all GFE CI components. Report any damage to the PNNL Site Manager
2. Staging of equipment and work vehicles will be coordinated by Battelle Site Manager. The staging location will also be coordinated by Site Manager.
3. Provide all shipping documentation to Battelle.

C. Complete infrastructure

1. Complete all work per construction drawings.
 - a. Fabricate the pedestal designed to elevate the CBP booth. The pedestal will be similar to the pedestal in the photos below. Height is dependent upon maximum expected flood level. Design specifications for the booth pedestal, including exact height, are included on the approved design drawings.



CBP Booth Installed on Prefabricated Pedestal

- b. Deliver the pedestal to the site and deliver shop drawings of the pedestal to Battelle.
 - c. Relocate existing infrastructure in accordance with the design drawings to allow working access to the concrete pads. For example, control and battery boxes at APM Main Gate must be relocated.
 - d. Prepare the concrete pad for installation of the pedestal. The existing concrete foundation may be adequate, require modification or require removal and replacement, depending on the site. Detailed information regarding the concrete pad is provided on the design drawings.
 - e. Install the pedestal and the GFE CBP booth as required by the design drawings.
 - f. Install infrastructure required to provide power and communication, including wire and cable. Install all necessary conduit, junction boxes, and fixtures as required.
 - g. Provide all cables and cable terminations necessary to complete the booth installation and facilitate the necessary schedule. This includes fiber optic cable and terminations.
 - h. Contractor will receive, inventory, and install bathroom equipment as required. Connections to outside services are not required.
 - i. Final testing of all components, including existing equipment, must be completed prior to the turn-over of the booth. The contractor will support Battelle forces, as required.
- D. Install GFE and contractor provided equipment as described in the design drawings.
- E. Transfer operations from the temporary trailer to the new booth. Terminate or re-terminate all power and communications cables as described in the design drawings.

- F. Demobilization requirements (site cleanup).
 - 1. Remove all trash, debris, and construction materials.
 - 2. Remove all packing materials for CP and GRE equipment.
 - 3. Remove all tools and equipment.
 - 4. Remove all demolished materials and dispose of in a legal and environmentally safe manner.
 - 5. Touch up paint all metal components damaged as a result of the work (i.e. pedestal, bollards, etc).
 - 6. Clean interior of inspection booth.

END OF SECTION 01700

General Decision Number: NJ130031 04/05/2013 NJ31

Superseded General Decision Number: NJ20120031

State: New Jersey

Construction Type: Building

County: Essex County in New Jersey.

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

Modification Number	Publication Date
0	01/04/2013
1	02/15/2013
2	04/05/2013

* ASBE0032-008 09/19/2012

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Includes the application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems; also, the application of firestopping material to openings and penetrations in walls, floors, ceilings and curtain walls; also, all lead abatement).....	\$ 44.00	31.64

BRNJ0002-014 05/01/2012

	Rates	Fringes
BRICKLAYER (Including Caulking, Cleaning and Pointing).....	\$ 36.95	25.37

Work on high stacks: 22% per hour additional.

BRNJ0002-016 05/01/2012

	Rates	Fringes
MASON - STONE.....	\$ 36.95	25.37

Work on high stacks: 22% per hour additional.

BRNJ0004-001 05/01/2012

	Rates	Fringes
CEMENT MASON.....	\$ 36.95	25.37

BRNJ0007-022 06/05/2012

	Rates	Fringes
Tile finisher.....	\$ 39.67	24.16
Tile setter.....	\$ 50.25	27.66

Tile finisher:

Work grouting all epoxy: \$10.00 additional per day.

CARP0006-009 11/01/2012

	Rates	Fringes
CARPENTER (Scaffold Builder).....	\$ 41.49	56%

The first sixty feet at the regular rate, 10% per hour additional for each additional fifty feet thereafter.

CARP0006-010 11/01/2012

Rates Fringes

CARPENTER

Including Acoustical Ceiling Installation, Drywall Hanging, Formwork, Batt and Blown Insulation...	\$ 41.49	56%
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CARP0029-008 11/01/2012

Rates Fringes

Soft floor layer.....	\$ 41.49	56%
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CARP0715-007 11/01/2012

Rates Fringes

Millwright.....	\$ 42.28	56%
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Work of erection and dismantling of elevators and towers, such as concrete conveyors and temporary material elevators, scaffolding or other structures to be used as scaffolding inside or outside of buildings: the first sixty feet at the regular rate, 10% per hour additional for each additional fifty feet thereafter.

ELEC0164-006 06/04/2012

Rates Fringes

ELECTRICIAN (Apartments over 4 units.).....	\$ 47.69	62%
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ELECTRICIAN (Including Low Voltage Wiring)		
Cable splicer.....	\$ 47.69	62%
Electrician.....	\$ 47.69	62%

Work on line voltage of 440 or 480 volts: 10% per hour additional.

Work from trusses, scaffolds, frames, ladders and poles, 40 ft. or more above the ground or floor (does not include work from a manlift): 20% per hour additional.

Work on radio towers, transmission towers and smokestacks: 21% per hour additional.

* ELEV0001-003 03/17/2013

Rates Fringes

Elevator mechanic		
Work on the addition, replacement, refurbishing or relocation of control, drive, generating equipment, hoistway or pit equipment, including work involving a structural rise in the elevator shafts in an existing building and other elevator work in the machine room, hoistway or pit; Also, changes in design and appearance of basic escalator equipment...	\$ 45.14	27.455
All other work.....	\$ 57.01	27.605

PAID HOLIDAYS:

New Year's Day, President's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day.

PAID VACATION:

A worker who has worked less than 5 years: 4% of his or her hourly rate for all hours worked.

A worker who has worked 5 to 10 years: 6% of his or her hourly rate for all hours worked.

A worker who has worked 15 or more years: 8% of his or her hourly rate for all hours worked.

ENGI0825-020 01/01/2013

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 42.32	26.65
GROUP 2.....	\$ 41.73	26.65
GROUP 3.....	\$ 39.82	26.65
GROUP 4.....	\$ 38.19	26.65
GROUP 5.....	\$ 36.48	26.65

Hazardous waste removal work:

Work on a state or federally designated hazardous waste site, where the worker is in direct contact with hazardous material, and when personal protective equipment is required for respiratory, skin and eye protection: 20% per hour additional.

PAID HOLIDAYS:

New Year's Day, Washington's Birthday observed, Memorial Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day; provided 1) that the worker works three of the preceding five work days before the holiday; or, the work day before the holiday and the work day after the holiday; and, 2) that the worker works the work day before and the work day after the holiday.

DEFINITION OF GROUPS:

GROUP 1:

Backhoe, Including Backhoe Track; Boom; Concrete Paving Machine; Crane (all types, including overhead and straddle traveling type); Drill (down-the-hole drill, rotary drill, self-propelled hydraulic drill, self-powered drill); Elevating Grader; Excavator; Front End Loader (5 cu. yd. and over); Piledriver (length of boom, including length of leads, shall determine premium rate applicable); Trencher

GROUP 2:

Backhoe Loader Combo; Concrete Pumper; Grader/Blade (Finish); Hoist; Hydraulic Crane, 10 Tons and under; Front End Loader (2 cu. yd. but less than 5 cu. yd.); Scraper; Side Boom

GROUP 3:

Asphalt Spreader; Bulldozer; Compressor (2 or 3) (in Battery) (within 100 ft.); Forklift; Front End Loader (1 cu. yd. and over but less than 2 cu. yd.); Lull; Mechanic; Paver, Asphalt; Roller, Blacktop; Tractor;

GROUP 4:

Bobcat/Skid Loader; Compressor (Single); Farm Tractor; Front End Loader (under 1 cu. yd.); Hydroseeder; Roller, Grade; Pump, Hydraulic

GROUP 5:

Oiler

IRON0011-012 01/01/2012

	Rates	Fringes
Ironworkers:		
Reinforcing.....	\$ 36.04	39.10
Structural, Ornamental.....	\$ 38.84	39.10

LABO0222-006 07/01/2012

	Rates	Fringes
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LABORER

MASON TENDER:

Brick/Cement/Concrete.....\$ 29.85 23.07

LABO0222-009 07/01/2012

Rates Fringes

Laborers:

Asphalt Shoveler, Asphalt
 Spreader, Common or
 General Laborer, Landscape
 Laborer, Pipelayer, Power
 Tool Operator and
 Screedman.....\$ 29.35 23.07

LABO1030-002 05/01/2011

Rates Fringes

Asbestos Removal Laborer.....\$ 28.37 21.62

The removal, abatement, enclosure and decontamination of personal protective equipment, chemical protective clothing and machinery relating to asbestos and/or toxic and hazardous waste or materials which shall include but not necessarily be limited to: the erection, moving, servicing and dismantling of all enclosures, scaffolding and barricades; the operation of all tools and equipment normally used in the removal or abatement of asbestos and toxic or hazardous waste or materials; the labeling, bagging, cartoning, crating, or other packaging of materials for disposal; the clean-up of the worksite; and all other work incidental to the removal, abatement, encapsulation, enclosure, and decontamination of asbestos and toxic or hazardous waste or materials; and, in addition, all work tasks involved in the maintenance and operation of energy resource recovery plants (co-generation plants)

PAIN0711-018 05/01/2012

Rates Fringes

DRYWALL FINISHER/TAPER.....\$ 36.97 19.57

* PAIN0711-019 11/01/2012

Rates Fringes

PAINTER (Brush & Roller).....\$ 36.62 19.54
 PAINTER (Spray).....\$ 40.28 19.98

PAIN0711-021 05/01/2012

Rates Fringes

Glazier.....\$ 40.33 19.89

Work welding or using a cutting torch:
 \$1.00 per hour additional.

Work on a swing stage scaffold; on a pipe scaffold providing the working height of the platform is 30 ft. or above; and on motorized lifts provided that the height of the lift platform is above the second floor or above thirty feet:
 \$1.00 per hour additional.

PLAS0029-003 05/01/2012

Rates Fringes

PLASTERER.....\$ 40.30 22.05

PLUM0024-014 05/01/2012

Rates Fringes

PLUMBER (Excluding HVAC Pipe
 Installation).....\$ 47.06 28.60

PLUM0475-014 05/01/2012

	Rates	Fringes
PIPEFITTER (Including HVAC Pipe Installation).....	\$ 49.16	22.35

ROOF0004-011 06/01/2011

	Rates	Fringes
ROOFER (Shingles, Shake and Tile).....	\$ 34.07	18.77

SFNJ0696-006 01/01/2013

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 52.63	22.02

SHEE0025-005 09/18/2012

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation).....	\$ 44.11	32.36

SUNJ2004-007 01/02/2009

	Rates	Fringes
ROOFER, Excludes Shake & Shingle, and Tile Roofs.....	\$ 30.21	15.25

TEAM0408-002 11/01/2012

	Rates	Fringes
TRUCK DRIVER		
Dump Truck.....	\$ 33.95	18.73+a
Off the Road Truck.....	\$ 33.80	18.73+a

a. Employer contributes \$1304.35 per month per worker for health and welfare.

Hazardous waste removal work, where the worker is in direct contact with hazardous material, and when personal protective equipment is required for respiratory, skin and eye protection: \$3.00 per hour additional.

Hazardous waste removal work, where the worker is working in a hazardous waste site, in a zone requiring Level A personal protection for any of the workers: \$3.00 per hour additional.

Hazardous waste removal work, where the worker is not working in a zone requiring Level A, B or C personal protection: \$1.00 per hour additional.

PAID HOLIDAYS:

New Year's Day, President's Day, Decoration Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day; provided that the worker has been assigned to work, or, "shapes", one day of the calendar week during which the holiday occurs.

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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END OF GENERAL DECISION