

INFORMATION TO OFFERORS

Request For Quotes (RFQ) No. R6-MBS-4-20

PROJECT DESCRIPTION: Big Four Ice caves Trail
Puncheon Replacement

QUOTATION RECEIPT DATE: **JUNE 23, 2004** (PDT), at USDA Olympic National Forest, 1830 Black Lake Blvd. SW, Suite A, Olympia, WA 98512-5623. There will not be a public bid opening, nor releasable quote results as this is a negotiated procurement.

THE FOLLOWING INFORMATION FOR THIS PROJECT MUST BE COMPLETED AND PROVIDED WHEN SUBMITTING YOUR QUOTATION:

- 1. Standard Form (SF) 18, Request for Quotation**
- 2. Section K – Representations, Certifications, and Other Statements of Offerors or Respondents**
- 3. Amendments to Solicitation (*if any*)**
- 4. Past and Current Contract Information Sheets**

NOTE: FACSIMILE TRANSMISSION OF QUOTATIONS, MODIFICATIONS, OR OTHER CONTRACTUAL DOCUMENTS WILL BE ACCEPTED UNDER THIS SOLICITATION AND RESULTANT CONTRACT. Fax quotations to: 360-956-2277.

Direct any questions to Justin Holder, Contracting Officer,
(360) 956-2273; FAX: (360) 956-2277, E-Mail: jholder@fs.fed.us

1. REQUEST NO. R6-MBS-4-20	2. DATE ISSUED 06/10/2004	3. REQUISITION/PURCHASE REQUEST NO.	4. CERT. FOR NAT.DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
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5a. ISSUED BY USDA Forest Service Olympic National Forest 1835 Black Lake Blvd. SW, Suite A Olympia, WA 98512-5623	6. DELIVER BY (Date) Project is to be completed within 120 days from issuance of the Notice to Proceed.
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5b. FOR INFORMATION CALL (NO COLLECT CALLS)		7. DELIVERY <input type="checkbox"/>	FOB DESTINATION
NAME	TELEPHONE NUMBER	<input type="checkbox"/>	OTHER (See Schedule)
	AREA CODE	NUMBER	
Justin Holder	360	956-2273	

8. TO:		9. DESTINATION	
a. NAME		a. NAME OF CONSIGNEE	
b. COMPANY		b. STREET ADDRESS	
c. STREET ADDRESS		c. CITY	
d. CITY	e. STATE	f. ZIP CODE	d. STATE
			e. ZIP CODE

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS June 23, 2004	IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in BLOCK 5A. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.
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11. SCHEDULE (Include applicable Federal, State and local taxes)					
ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
Darrington Ranger District – Big Four Ice Caves Trail – Turnpike Replacement					
916(03)	Removal of Rubble Rock Turnpike	1	LS	\$ _____	\$ _____
932(01)	Puncheon with Gabion & Timber Crib Piers	60	LF	\$ _____	\$ _____
932(02)	Approach Ramps	30	LF	\$ _____	\$ _____
951(01)	Mobilization	1	LS	\$ _____	\$ _____
	Total All Items				\$ _____

This solicitation is being issued as an Emerging Small Business (ESB) Set-Aside in accordance with the Small Business Competitiveness Demonstration Program. The NAICS code for this project is 237990 with a corresponding size standard of \$28.5 million. For more information please refer to section K of this solicitation.

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS	c. 30 CALENDAR DAYS	d. CALENDAR DAYS
				NUMBER PERCENTAGE

NOTE: Additional provisions and representations are are not attached.

13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION	15. DATE OF QUOTATION	
a. NAME OF QUOTER			16. SIGNER	b. TELEPHONE	
b. STREET ADDRESS					a. NAME (Type or print)
c. COUNTY					AREA CODE
d. CITY	e. STATE	f. ZIP CODE	c. TITLE (Type or Print)	NUMBER	

PART I—THE SCHEDULE**SECTION B--SUPPLIES OR SERVICES AND PRICES/COSTS**

See Standard Form 18

SECTION C--DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**C.1 Description of Work:**

This project includes the construction of 18 meters (60') of Trail Puncheon (boardwalk) and 9 meters (30') of approach ramps. The puncheon is located at the one mile point on the Big Four/Ice Caves Trail. Work also includes the removal of 18 meters of rubble rock turnpike, and five small culverts, the construction of the puncheon, gabion basket/rock/and wood piers, and approach ramps with rock retainers.

If the contractor determines that blasting may be the most efficient method to accomplish the work, the contractor shall be a state and federally licensed blaster and will be responsible of all other permits now required to perform explosive work. New Alcohol, Tobacco, and Firearms (ATF) regulations went into affect during 2003. Refer to the ATF Internet web site www.atf.gov for detailed information on new federally required permits.

C.2 Project Location:

This project is located on the Darrington Ranger District of the Mt. Baker-Snoqualmie National Forest. From the Seattle area drive I-5 north to Hwy 2 (Everett, WA). Go east on Hwy 2 to Hwy 204 (Lake Stevens). Hwy 204 to Hwy 9. Turn left onto Hwy 9 continue north to Hwy 92 (Granite Falls). Stay on Hwy 92 through Granite Falls to Verlot. Continue past the Verlot Ranger Station to the Big Four Ice Caves Trail and Picnic Area. There are two parking lots. Hike the barrier free loop from either parking lot. At the loop junction follow the gravel trail to the Stilligumish River Bridge. Continue up the Big Four Ice Caves Trail. The ford to be replaced is near the end of the trail in the ice caves basin. This is an extremely busy area. The work has been flagged, however visitors may have removed survey markers. Please contact the Darrington Ranger District if there are any questions.

C.3 Price Range:

Less than \$25,000.

C.4 Pre-Bid Conference:

None scheduled.

C.5 Forest Service Standard Specification for Construction of Trails (USDA 452.210-72) (Sept. 1996)

These specifications are included by reference only. The requirements contained in these Standard Specifications are hereby made a part of this solicitation and any resultant contract.

C.6 Applicable Specifications

The Standard Specifications and Special Project Specifications shown in the specification listing are applicable to this contract. All specifications not included in the specification listing, but referenced by listed specifications, are applicable. The Special Project Specifications shown on the specification listing are physically attached.

C.7 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.

SECTION D--PACKAGING AND MARKING

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

SECTION E--INSPECTION AND ACCEPTANCE

E.1 52.246-12 Inspection of Construction. (Aug 1996)

(a) *Definition.* "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not-

- (1) Relieve the Contractor of responsibility for providing adequate quality control measures;
- (2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;
- (3) Constitute or imply acceptance; or
- (4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test

when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may-

(1) By contract or otherwise, replace or correct the work and charge the cost to the Contractor; or

(2) Terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

SECTION F--DELIVERIES OR PERFORMANCE

F.1 FAR 52.252-2 – Clauses Incorporated By Reference (FEB 1998)

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.242-14 Suspension of Work (APR 1984)

F.2 FAR 52.211-10 – Commencement, Prosecution, And Completion Of Work (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 **120** days after issuance of the notice to proceed. The time stated for completion shall include final cleanup of the premises.

F.3 AGAR 452.236-75 – Maximum Workweek – Construction Schedule (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.

SECTION G--CONTRACT ADMINISTRATION DATA

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

SECTION H--SPECIAL CONTRACT REQUIREMENTS**H.1 Use of Premises**

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

(b) Camp sites and trailer parking areas used by any employee working on the project for the contractor shall be kept neat and clean. There shall be no improvements made to the site. Campsites shall be approved by the COR in agreement with the Darrington Ranger District prior to the commencement of the work.

(c) Unless provided otherwise, the Contractor shall:

- (i) Provide and maintain sanitation facilities for the workforce at the site and
- (ii) Dispose of solid waste in accordance with applicable Federal, State, and local regulations.

(d) The use of pack and saddle stock will not be allowed.

H.2 Local Materials Sources

All borrow areas shall be approved in advance by the COR and shall be so located and excavated as to be screened from the trail way. Sources for native rock and stone used in trail structures will be approved in advance by the COR.

H.3 Landscape Preservation

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

(b) **Prevention of Oil Spills.** If the Contractor maintains storage facilities for oil or oil products onsite, appropriate preventive measures shall be taken to ensure that any spill of such oil or oil products does not enter any stream or other waters of the United States or any of the individual states.

Servicing of all equipment shall be done only in the area approved by the Contracting Officer.

If the total oil or oil products storage exceeds 1,320 gallons or if any single container exceeds a capacity of 660 gallons, the Contractor shall prepare a Spill Prevention Control and Countermeasures (SPCC) Plan. Such plan shall meet applicable EPA requirements (40 CFR 112) including certification by a registered professional engineer.

The Contractor will be required to make reasonable attempts to preserve the scenic and natural environment along this construction project.

(c) **Trash and Refuse -** Contractor shall remove all of his own trash and refuse from the contract area. Material to be removed includes, but is not limited to; used engine oil, oil filters, oil cans, grease cartridges, camp refuse such as tin cans, paper, garbage, etc. This material must be removed to a State, County, or Municipality designated solid waste disposal area.

(d) **Tree and Bark Damage:** Trees used as anchors or spar poles for cable yarding of construction materials (i.e. bridge beams, barrier logs) shall be protected from bark damage and girdling. Chokers (nylon web, chains, or cable) shall be shimmed and will not have direct contact with live bark.

H.4 Use of Motorized Equipment

The use of motorized trail construction equipment, and motorized trail transportation equipment, including power tools, will be permitted as shown below. The type of equipment used will not have a wheelbase or track width of more than 1200MM (48”). Motorcycles or motorized trail bikes will not be permitted.

Any damage to existing trail or other facilities, resulting from the use of trail construction equipment (excavators, loaders, or power carriers), shall be the responsibility of the contractor. This includes any damage to existing and new asphalt, surfacing, boardwalks, bridges, and any other structures.

EQUIPMENT	OPERATING SEASONS
Chain Saws	From 4/1 to 9/15 motorized equipment will only be allowed from 2 hours after sunrise to 2 hours before sunset. No Restriction from 9/15 to 4/1.
Gasoline Brushers	Same as above
Gasoline Rock Drills	Same as above
Gasoline Wood Drills	Same as above
Gasoline Generators	Same as above
Power Wheelbarrow	Same as above
Excavator	Same as above
Bobcat(Small Loader)	Same as above
Helicopter	NOT ALLOWED: 4/1 to 9/15 NO RESTRICTIONS: 9/15 to 4/1

These restrictions are based on habitat needs of Threatened and Endangered species such as the Northern Spotted Owl, Marbled Murrelets, Grizzly Bears, and others.

H.5 AGAR 452.236-74 – Control of Erosion, Sedimentation and Pollution (Feb 1988)

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

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

H.6 AGAR 452.236-73 – Archaeological or Historic Sites (Feb 1988)

If a previously unidentified archaeological or historic site(s) is encountered, the Contractor shall discontinue work in the general area of the site(s) and notify the Contracting Officer immediately.

H.7 Disposal Of Construction Debris

Existing structures, such as retainers, waterbars, culverts and puncheon which are removed, and debris from the construction of retainers, waterbars, puncheon, viewpoints, and bridges, shall be disposed of at a site and in a manner approved by the Contracting Officer.

H.8 Clean-Up

The following is in addition to FAR Clause 52.236-12.

The contractor shall remove all construction stakes, tags, and plastic flagging located within 50 feet of the completed trail centerline for the entire length of the project within 5 days after the final acceptance of all other work on the project.

H.9 AGAR 452.236-77 – Emergency Response (NOV 1996)

(a) Contractor's Responsibility for Fire Fighting:

(1) The Contractor, under the provisions of FAR clause 52.236-9, PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS, shall immediately extinguish all fires on the work site other than those fires in use as a part of the work.

(2) The Contractor may be held liable for all damages and for all costs incurred by the Government for labor, subsistence, equipment, supplies, and transportation deemed necessary to control or suppress a fire set or caused by the Contractor or the Contractor's agents or employees.

(b) Contractor's Responsibility for Notification in Case of Fire:

The Contractor shall immediately notify the Government of any fires sighted on or in the vicinity of the work site.

(c) Contractor's Responsibility for Responding to Emergencies:

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

H.10 Fire Protection Requirements

The following fire requirements are attached in Section J and are applicable:

- (1) Fire Protection and Suppression, R6-FS-6300-50 (4/87)
- (2) Additional Fire Precautionary Measures - Communications, R6-FS-6300-54 (2/84)
- (3) Fire Plan, R6-FS-6300-55 (2/84) (**form will be provided at post award conference**).

H.11 Additional Requirements

All disposal by burning shall require a burning permit issued by the Darrington District Ranger and administered by the COR. Burning permits provide for:

- (1) Restriction on prohibition of burning during declared period of fire danger in accordance with State Fire Law.
- (2) Restriction on prohibition of burning on a day-by-day basis when smoke dispersion values require such restriction in order to maintain air quality standards in accordance with State air pollution abatement procedures.
- (3) Area or location of burning.
- (4) Material to be burned.
- (5) Beginning and ending dates.
- (6) Safeguards: Including help and equipment to control the fire.
- (7) Patrol needed on the fire until the fire is out.

H.12 Responsibility for Blasting

SEASONAL RESTRICTIONS: Not allowed from 4/1 to 9/15. No Restrictions from 9/15 to 4/1.

(a) New Alcohol, Tobacco, and Firearms (ATF) regulations went into affect during 2003. Refer to the ATF Internet web site www.atf.gov for detailed information on new federally required permits. Trail construction personnel responsible for blasting are required to comply with all Washington State and Federal Regulations

regarding certification, purchasing of explosives, storage, and use. All blasting operations shall be conducted under the direct supervision of a qualified blaster possessing a valid Washington State User's (blasters) License. An approved and certified storage magazine will be required. A Commercial Driver's License with explosives endorsement and proper documentation is required for transportation.

- (b) Prior to the firing of each blast, watchmen shall be posted a minimum 750 feet airline distance on trail or road locations that are within the blast area. All traffic will be stopped a minimum of 750 airline feet from the blast area.
- (c) The Blaster and other personnel shall be a minimum of 500 airline feet from the blast area.
- (d) The contractor shall provide warning signs that conform to the Manual of Uniform Traffic Control Devices for Streets and Highways when blasting operations are conducted or are within 1000 feet of a road or trail.
- (e) Blasting machines will be either Capacitor Discharge or Generator Blasting machines for all electric detonators. Non-Electric detonating devices will be used for all Non-Electric detonators. Cap and fuse will not be allowed.
- (f) Explosives used for tree top blasting will be either water gels or emulsions.
- (g) Each loaded hole shall be marked with red ribbon. These shall be checked following each blast. Following each individual blast, ribbons, and lead wire shall be collected. If a misfire is found, the blaster shall provide proper safeguards for excluding all persons from the danger zone. No misfires of loaded holes shall be left unattended.
- (h) All heavy rock construction areas, requiring the use of explosives, shall be scaled on and around the blast surface following each blast.
- (i) Blasting will only be permitted during the daylight hours and will cease by 6:00pm daily. Blasting activity will be prohibited from 12:00 am (noon) Friday until 12:00 am (noon) Monday and on legal holidays.
- (j) Blasting within military training flight zones requires a 72 hour notice to the COR. Air Space closure needs to be obtained prior to the blast. Specify the location and time of the blasting.
- (k) No blasting will occur on weekends or holidays.

H.13 Additional Blasting Requirements to Mitigate Sounds Of Blast:

- (a) The contractor shall not use explosives between the period of two hours before sunset to two hours after sunrise outside of the seasonal restriction.
- (b) The contractor shall not use surface shots.
- (c) The contractor shall not use detonator cord on the surface, or shall cover the cord with 6 inches of fill.
- (d) All shots shall be fired in pre-drilled or dug holes that are properly stemmed or back-filled. Place sandbags over loaded holes, in conjunction with the air-gapping technique to increase stemming.

(e) All holes shall be individually primed with electric blasting cap or NONEL blasting cap. The contractor shall not use cap and fuse.

(f) In multiple hole shots the contractor shall adhere to the following:

(1) No two-holes side by side shall be fired simultaneously.

(2) Blasting caps with milli-second delay shall be used.

(3) At least 50 milli-seconds of delay shall be used between holes.

(4) Calculate the weight of explosive per delay per distance using the following formula derived from the Office of Surface Mining surface coal mining protective regulations: $W(\text{weight}) = D(\text{distance})^2 / 4000$

(g) The contractor shall not exceed a powder factor of one-half pound of explosives per cubic yard of solid rock. Do not exceed 1/4 pound per cubicyard of explosive when air gapping boulders. For tree cutting, use $W(\text{weight of explosive}) = .004 D^2$. For stump use one pound per foot diameter at ground level.

H.13 Use of Helicopters

Contractors, pilots, and ground personnel will be required to show FAA certifications, required federal or state licenses, and authorizations as applicable to perform the proposed work.

A project aviation plan must be submitted to the Contracting Officer for approval 21 days prior to any helicopter operations. The plan must include the following items: 1) Project Description; 2) Project Dates; 3) Project Location; 4) Helicopter type, company, and pilot; 5) Flight following (how, and by whom); 6) Aerial hazard analysis; 7) Protective Clothing/Equipment; 8) Load Calculations; 9) Landing Zone Precautions; 10) Duration of the Flight. A sample project aviation plan will be provided at the pre-work meeting.

Trees, stumps, and brush which pose a hazard to helicopter operations may be removed upon approval of the Contracting Officer. Any removal and disposal of such material shall be done in accordance with SECTION 911 Clearing and Grubbing; and SECTION 912 - Excavation and Embankment. Any clearing other than that listed in the Schedule of Items will be considered incidental construction.

Use of helicopters will not be permitted on weekends or holidays.

H.14 Barricades, Warning Signs, and Other Devices

Signs shall be placed at the trailhead and trail junctions to notify the public of the construction activity.

H.15 Maintenance Of Traffic

Sections of new trail may be closed to the public for up to 4 hours.

(1) Flight Operations: The trail and staging areas will be closed to the public during all flight operations. A lookout will be posted at the trailhead, at staging areas, and 1/2 mile from the staging area and drop zone on all trails or roads accessing these areas. Closures will be posted at the trailhead.

(2) Blasting Operations: See RESPONSIBILITIES FOR BLASTING, paragraph (b) - (d).

H.16 Other Contractors

Other Contractor(s) may be working adjacent to the project site. The Contractor shall fully cooperate with the other Contractor(s), including planning and notification of blasting activities.

H.17 AGAR 452.236-76 – Samples and Certificates (Feb 1988)

When required by the specifications or the Contracting Officer, samples, certificates, and test data shall be submitted after award of the contract, prepaid, in time for proper action by the Contracting Officer or his/her designated representative. Certificates and test data shall be submitted in triplicate to show compliance of materials and construction specified in the contract performance requirements. Samples shall be submitted in duplicate by the Contractor, except as otherwise specified, to show compliance with the contract requirements. Materials or equipment for which samples, certifications or test data are required shall not be used in the work until approved in writing by the Contracting Officer.

H.18 Product Substitutions, Shop Drawings And Material Certification

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

H.19 Definitions and Abbreviations

Wherever in these provisions, or in other contract documents, the following terms, or pronouns in place of them, are used, the intent and meaning shall be interpreted as follows:

Definitions

Building Limits - A line 5 feet outside foundations of the structure.

Calendar Day - Every day shown on the calendar, Sundays and holidays included.

Change Order - A written order issued by the Contracting Officer, to the Contractor documenting modifications within the scope of the contract.

Clearing Limits - The limits of clearing as designated on the ground, shown on the drawing or designated in the Special Project Specifications.

Contract Amendment - A bilateral written supplemental agreement between the Government and the Contractor.

Contracting Officer's Representative (COR) - The duly authorized representative of the Contracting Officer, responsible for on-site administration of the contract within the limits of specific written delegation of authority. May also be referred to as the Engineer.

Contractor - The individual, partnership, joint venture, or corporation undertaking the execution of the work under the terms of the contract and acting directly or through their agent, employees, or subcontractors.

Drawings - The approved documents and reproductions of these documents, including plan and profile sheets, cross sections, site plans, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, and similar documents showing details for construction of a facility.

Equipment - All machinery and equipment, together with the necessary supplies for upkeep and maintenance, including tools and apparatus necessary for the proper construction and acceptable completion of the work.

Forest Supervisor - The person, or designated representative, responsible for administration of a National Forest.

Inspector - The government authorized representative designated in writing by the COR responsible for detailed inspections of contract performance, within delegation of authority.

Materials - Any substances for use in the construction of the project and its appurtenances.

Notice of Non-Compliance - Written notice issued detailing specific area(s) of non-compliance with contract requirements.

Original Contract Quantities - Those quantities shown in the Schedule of Items as awarded.

Pay Item - A unit of work for which a price is shown in the Schedule of Items.

Right-of-Way - A general term denoting land, property, or interest therein acquired for or devoted to a road or a construction site.

Schedule of Items - Schedule in the contract which contains a listing and description of construction items, quantities, units of measure, method of measurement, unit price and amount.

Special Project Specifications - Specifications which detail the conditions and requirements peculiar to the individual project, including but not limited to CSI format specifications and addition and revisions to Standard Specifications.

Specifications - A general term applied to all written directions and requirements pertaining to performance of work.

Standard Specifications - Specifications established for Region-wide use for construction of facilities which cover most items of work likely to be performed; such as Earthwork, Base Courses, Pavement, Concrete, etc.

Utility Services - Are services such as electricity, gas, steam, water, and sewage.

Work Order - A written instruction directing the Contractor to fulfill contract requirements.

Abbreviations

AASHTO - American Association of State Highway and Transportation Officials

ACI - American Concrete Institute

AGC - Associated General Contractors of America

AGMA - American Gas Manufacturers Association

AISC - American Institute of Steel Construction

AISI - American Iron and Steel Institute

AITC - American Institute of Timber Construction

ANSI - American National Standards Institute

APA - American Plywood Association

API - American Petroleum Institute

ASME - American Society of Mechanical Engineers

ASTM - American Society for Testing and Materials

AWPB - American Wood Preservers Bureau

AWPA - American Wood Preserver's Association

AWS - American Welding Society

AWWA - American Water Works Association

CS - Commercial Standard issued by U.S. Department of Commerce

DEMA - Diesel Engine Manufacturers Association

ETL - Electrical Testing Laboratory

ENSA - Electrical National Standards Association

FAR - Federal Acquisition Regulations

FHA - Federal Housing Administration

FED. SPEC. or F.S. - Federal Specifications

FSS - Federal Specifications and Standards

GSA - General Services Administration

ICBO - International Conference of Building Officials

ICEI - Internal Combustion Engine Institute

IEEE - Institute of Electrical and Electronic Engineers

IPCEA - Insulated Power Cable Engineers Association

MSHA - Mine Safety and Health Administration

MIL - Military Specifications

NBFU - National Board of Fire Underwriters

NBS - National Bureau of Standards

NEC - National Electric Code

NEMA - National Electrical Manufacturers Associations

NESC - National Electrical Safety Code

NFPA (Fire) - National Fire Protection Association

NFPA (Forest) - National Forest Products Association

NPC - National Plumbing Code

NSF - National Sanitation Foundation

NWMA - National Woodwork Manufacturers Association

OSHA - Occupational Safety and Health Act

PS - Product Standard issued by U.S. Department of Commerce

RIS - Redwood Inspection Service
 SPA - Southern Pine Association
 SSPC - Steel Structures Painting Council
 UBC - Uniform Building Code
 UL - Underwriters' Laboratories, Inc.
 UMC - Uniform Mechanical Code
 USASI - United States of America Standards Institute
 WCLIB - West Coast Lumber Inspector Bureau
 WRC - Western Red Cedar
 WWPA - Western Wood Products Association
 ASHRAE - American Society of Heating, Refrigeration and Air Conditioning Engineers
 SMACCNA - Sheet Metal and Air Conditioning Contractors National Association

PART II--CONTRACT CLAUSES

SECTION I--CONTRACT CLAUSES

I.1 FAR 52.252-2 – Clauses Incorporated by Reference (FEB 1998)

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

www.arnet.gov/far/

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JUL1995)
52.211-18	Variation in Estimated Quantity (APR 1984)
52.222-3	Convict Labor (JUN 2003)
52.222-6	Davis-Bacon Act (FEB 1995)
52.222-7	Withholding of Funds (FEB 1988)
52.222-8	Payrolls and Basic Records (FEB 1988)
52.222-9	Apprentices and Trainees (FEB 1988)
52.222-10	Compliance with Copeland Act Requirements (FEB 1988)
52.222-11	Subcontracts (Labor Standards) (FEB 1988)
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 (APR 2002)
52.222-27	Affirmative Action Compliance Requirements for Construction (FEB 1999)
52.222-36	Affirmative Action for Workers with Disabilities (JUN 1998)
52.223-5	Pollution Prevention and Right-to-Know Information (AUG 2003)
52.223-6	Drug-Free Workplace (MAY 2001) (<i>Applicable if contract is awarded to an individual</i>)
52.225-13	Restrictions on Certain Foreign Purchases (DEC 2003)

- 52.227-4 Patent Indemnity -- Construction Contracts (APR 1984)
- 52.232-5 Payments Under Fixed-Price Construction Contracts (SEP 2002)
- 52.232-23 Assignment of Claims (JAN 1986)
- 52.232-27 Prompt Payment for Construction Contracts (OCT 2003)
- 52.232-33 Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003)
- 52.233-1 Disputes (JUL 2002)
- 52.233-3 Protest After Award (AUG 1996)
- 52.236-2 Differing Site Conditions (APR 1984)
- 52.236-3 Site Investigation and Conditions Affecting the Work (APR 1984)
- 52.236-5 Material and Workmanship (APR 1984)
- 52.236-6 Superintendence by The Contractor (APR 1984)
- 52.236-7 Permits and Responsibilities (NOV 1991)
- 52.236-8 Other Contracts (APR 1984)
- 52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (APR 1984)
- 52.236-10 Operations and Storage Areas (APR 1984)
- 52.236-11 Use and Possession Prior to Completion (APR 1984)
- 52.236-12 Cleaning Up (APR 1984)
- 52.236-13 Accident Prevention (NOV 1991)
- 52.236-14 Availability and Use of Utility Services (APR 1984)
- 52.236-15 Schedules for Construction Contracts (APR 1984)
- 52.236-26 Preconstruction Conference (FEB 1995)
- 52.243-5 Changes and Changed Conditions (APR 1984)
- 52.245-4 Government-Furnished Property (Short Form) (JUN 2003)
- 52.246-21 Warranty of Construction (MAR 1994)
- 52.249-1 Termination for Convenience of the Government (Fixed-Price) (Short From) (APR 1984)
- 52.249-10 Default (Fixed-Price Construction) (APR 1984)
- 52.253-1 Computer Generated Forms (JAN 1991)

AGRICULTURE ACQUISITION REGULATION (48 CFR CHAPTER 4) CLAUSES

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

I.2 FAR 52.204-7 – Central Contractor Registration (Oct 2003)

(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 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 parent 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 and has marked the record "Active".
- (b)
- (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the 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) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
 - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
 - (2) The offeror should be prepared to provide the following information:
 - (i) Company legal business.
 - (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; and (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.

I.3 FAR 52.217-7 – Option for Increased Quantity-Separately Priced Line Item (Mar 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of contract award. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

I.4 FAR 52.225-9 – Buy American Act-Construction Materials (June 2003)

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

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

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

"Cost of components" means—

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

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

"Foreign construction material" means a construction material other than a domestic construction material.

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

(b) *Domestic preference.*

- (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.
- (2) This requirement does not apply to the construction material or components listed by the Government as follows: _____ [*Contracting Officer to list applicable excepted materials or indicate "none"*]
- (3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that
 - (i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

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

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

(a) Request for determination of inapplicability of the Buy American Act.

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

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

Foreign and Domestic Construction Materials Price Comparison

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

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

[Include other applicable supporting information.]

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

I.5 FAR 52.244-6 – Subcontracts for Commercial Items and Commercial Components (APR 2003)

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

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) (1) The following clauses shall be flowed down to subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.6 Order of Precedence--Construction

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

- (1) The Schedule (excluding the specifications)
- (2) Representations and Other Instructions
- (3) Contract Clauses
- (4) Other Documents, Exhibits, and Attachments
- (5) The Specifications
- (6) Drawings

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

SECTION J--LIST OF ATTACHMENTS

<u>Attachment</u>	<u>No. of Pages</u>
Specification List	1
Special Project Specifications	1
General Construction Notes	1
Project Location Maps	2
Project Drawings	8
Wage Determination No.WA030001	10
Fire Regulations/Clauses	10
Past and Current Contract Information Sheet	2

PART IV--REPRESENTATIONS AND INSTRUCTIONS**SECTION K--REPRESENTATIONS, CERTIFICATIONS, AND
OTHER STATEMENTS OF OFFERORS OR RESPONDENTS****K.1 FAR 52.204-3 – Taxpayer Identification (OCT 1998)**(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

TIN: _____.

___ TIN has been applied for.

___ TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U. S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of a Federal, state or local government;

(e) *Type of organization.*

- Sole proprietorship;
 Partnership;
 Corporate entity (not tax-exempt);
 Corporate entity (tax-exempt);
 Government entity (Federal, State, or local);
 Foreign government;
 International organization per 26 CFR 1.6049-4;
 Other _____

(f) *Common Parent.*

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name _____

TIN _____

K.2 FAR 52.219-1 – Small Business Program Representations (APR 2002)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 237990

(2) The small business size standard is \$28.5 Million.

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

(b) *Representations.*

(1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]

The offeror represents, as part of its offer, that –

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____]. Each HUBZone small business concern participating in the joint venture shall submit a response signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.*

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--
 - (i) Be punished by imposition of fine, imprisonment, or both;
 - (ii) Be subject to administrative remedies, including suspension and debarment; and
 - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.3 FAR 52.219-19 – Small Business Concern Representation for the Small Business Competitiveness Demonstration Program (OCT 2000)

(a) *Definition.*

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification code assigned to a contracting opportunity.

(b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.] The Offeror represents and certifies as part of its offer that it [] is, [] is not an emerging small business.

(c) *[Complete only if the Offeror is a small business or an emerging small business, indicating its size range.]*

Offeror's number of employees for the past 12 months *[check this column if size standard stated in solicitation is expressed in terms of number of employees]* or Offeror's average annual gross revenue for the last three fiscal years *[check this column if size standard stated in solicitation is expressed in terms of annual receipts]*. *[Check one of the following.]*

No. of Employees	Avg. Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

K.4 FAR 52.219-20 – Notice of Emerging Small Business Set-Aside (JAN 1991)

Offers or quotations under this acquisition are solicited from emerging small business concerns only. Offers that are not from an emerging small business shall not be considered and shall be rejected.

K.5 FAR 52.222-22 – Previous Contracts and Compliance Reports (FEB 1999)

The offeror represents that--

- (a) It has, has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It has, has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

SECTION L--INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS**L.1 FAR 52.252-1 – Solicitation Provisions Incorporated by Reference (FEB 1998)**

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

www.arnet.gov/far/

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

52.204-6 Data Universal Numbering System (DUNS) (OCT 2003)

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

AGRICULTURE ACQUISITION REGULATIONS (48 CFR CHAPTER 4) CLAUSES

452.204-70 Inquiries (FEB 1988)

L.2 FAR 52.215-5 – Facsimile Proposals (OCT 1997)

- (a) *Definition.* "Facsimile proposal," as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.
- (b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.
- (c) The telephone number of receiving facsimile equipment is: **(360) 956-2277**
- (d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document--
- (1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal.
 - (2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and
 - (3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timelines, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.
- (e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

L.3 FAR 52.225-10 – Notice of Buy American Act Requirement--Construction Materials (May 2002)

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

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

(c) *Evaluation of offers.*

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

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

(d) *Alternate offers.*

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

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

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

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

L.5 FAR 52.236-27 – Site Visit (Construction) (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

SECTION M--EVALUATION FACTORS FOR AWARD**M.1 Award Determination**

Award will be made to the quoter (1) whose past performance has allowed for ease of administering projects and (2) whose past performance/cost relationship is the most advantageous to the Government.

M.2 Evaluation Factors

Quoters will be evaluated on price, past performance, and experience with projects of this type. Attached is a past and current project information sheet that the quoter must fill out and submit with their quotation. Projects similar in scope to the project outlined in this solicitation should be included to demonstrate the quoters experience with this type of work.

**FOREST SERVICE SPECIFICATIONS
FOR CONSTRUCTION OF TRAILS
SPECIFICATION LIST**

Project Name: Big Four Trail #723 **Date Prepared:** 4/2004 **Page:** 1 of 1

Spec. No	Item Description	Latest Rev. Date	Drawing Number
901	ABBREVIATIONS, ACRONYMS, & TERMS	9/96	
902	DEFINITIONS	9/96	
903	INTENT OF CONTRACT	9/96	
904	MAINTENANCE FOR TRAFFIC	9/96	
905	CONTROL OF MATERIALS	9/96	
906	MEASUREMENT & PAYMENT	9/96	
907	QUAL. ASSURANCE & QUAN. MEAS.	9/96	
908	STAKING, FLAGGING, & CLEAN-UP	9/96	
911	CLEARING & GRUBBING	9/96	911-1 (4/96)
912	EXCAVATION & EMBANKMENT	9/96	912-1 (4/96)
912.041	Excavation and Embankment	2/1/89	912-2 (4/96)
912.051	Trail bed Width and Finish	2/1/89	
916	REMOVAL OF STRUCTURES AND OBSTR.	9/96	913-3 MBS (8/99)
932	PUNCHEON	9/96	932-2A MBS (10/00)
932 F1	Basis	4/2004	932-3 MBS (4/2004)
			932-4 MBS (4/2004)
941	AGGREGATE SURFACING AND BASE COURSE	9/96	941-1 MBS Revised
951	MOBILIZATION	9/96	
961	ROCK, GRID PAVING, & AGGREGATE	9/96	
962	MATERIALS FOR TIMBER STRUCTURES	9/96	
963	DRAIN PIPE	9/96	
964	GEOSYNTHETICS	9/96	

OTHER:

Supplement to REGION SIX FIRE PROTECTION AND SUPPRESSION Form R6-FS-6300-51

2/1/89

**SPECIAL PROJECT SPECIFICATIONS
912.041**

SECTION 912 - EXCAVATION AND EMBANKMENT

912.04 Trailway excavation and embankment.

ADD the following paragraph:

Construction stakes, ribbons and markers shall be removed from the ground and placed on the cut-slopes side of the tread above any excavation with stationing facing the tread.

2/1/89

**SPECIAL PROJECT SPECIFICATION
912.051**

SECTION 912 - EXCAVATION & EMBANKMENT

912.05 Trailbed width and finish.

ADD the following:

Holes left by rock, root, and stump removal shall be filled with rubble rock, and/or mineral soil, and compacted by tamping to provide a firm surface level with the finished trailbed.

4/2004

**SPECIAL PROJECT SPECIFICATION
932.13 F1**

932.13 Basis

ADD the following Pay Items:

<u>Pay Item</u>	<u>Pay Unit</u>
932(02) Approach Fills	M

GENERAL CONSTRUCTION NOTES

Trail Puncheon and Removal of Rubble Rock Turnpike

1. Completion of work items shall be accomplished according to the drawings and specifications. As built stationing of work items indicated in the trail log may vary somewhat from the originally surveyed stationing. This is due to cumulative changed distance created during trail construction through drainage's, areas of rough topography, and minor changes in trail alignment and gradient.
2. This project has been flagged with pink flagging. The trail is extremely busy. It is common for visitors to remove and misplace the flagging.
3. Contractor will supply and transport all trail construction materials.
4. All large rock needed for the construction of piers is located in the Rubble Rock Turnpike at the site.
5. This project is measured primarily in metric units, several special drawings are in English units. The nearest commercially available English equivalents are acceptable.
6. Transitions between turnpike, boardwalks, bridges, and the trailbed must be smooth and even. No steps will be allowed. Approach fills or ramps shall not exceed 5% grade.

PROJECT MAP

ICE CAVES TRAIL #723

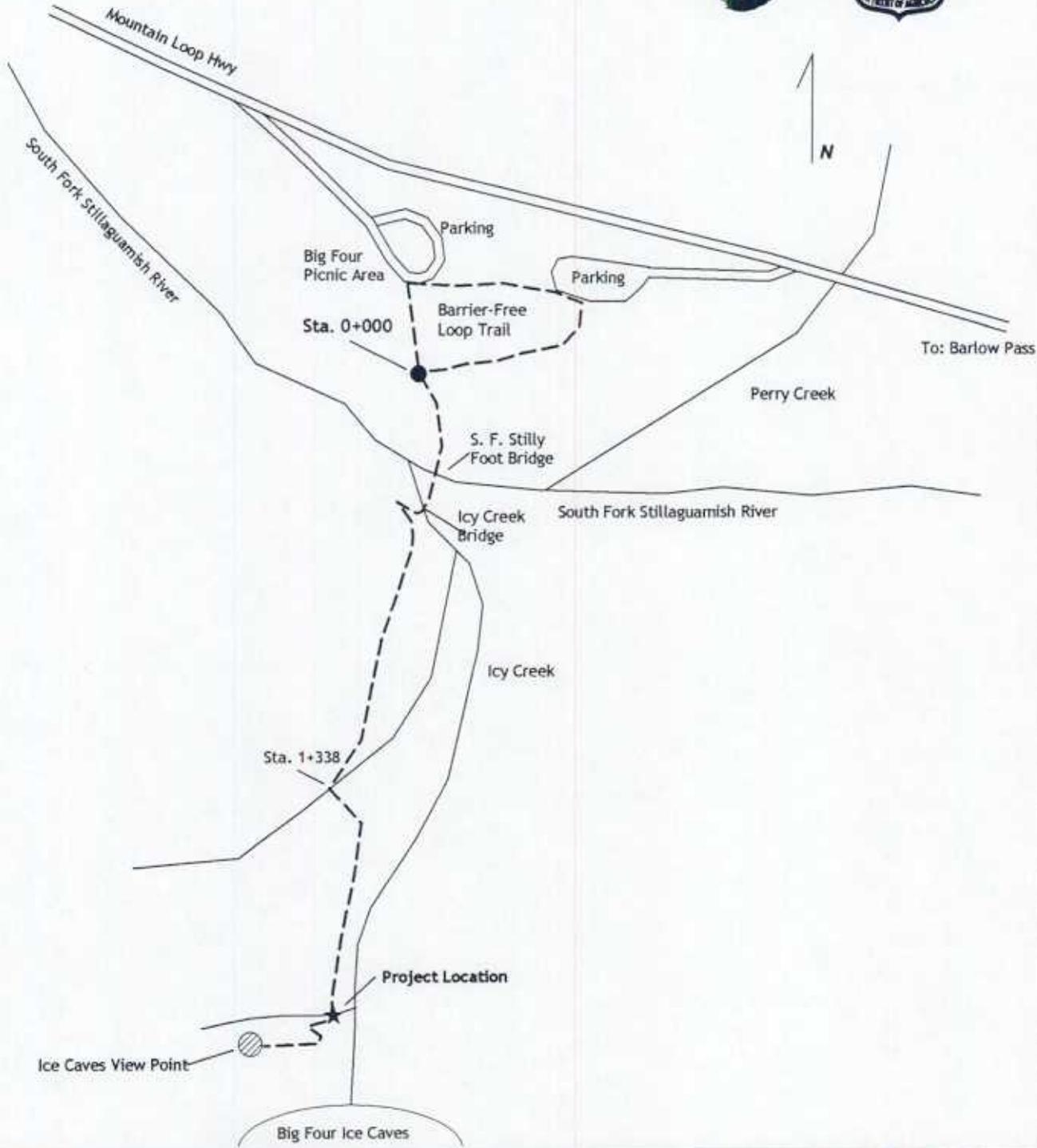
Rubble Rock Turnpike Replacement

FS ROADS	====
RIVERS/CREEKS	———
EXISTING TRAILS	- - - -
PROPOSED TRAIL

Not to Scale



To: Granite Falls,
Everett, I-5

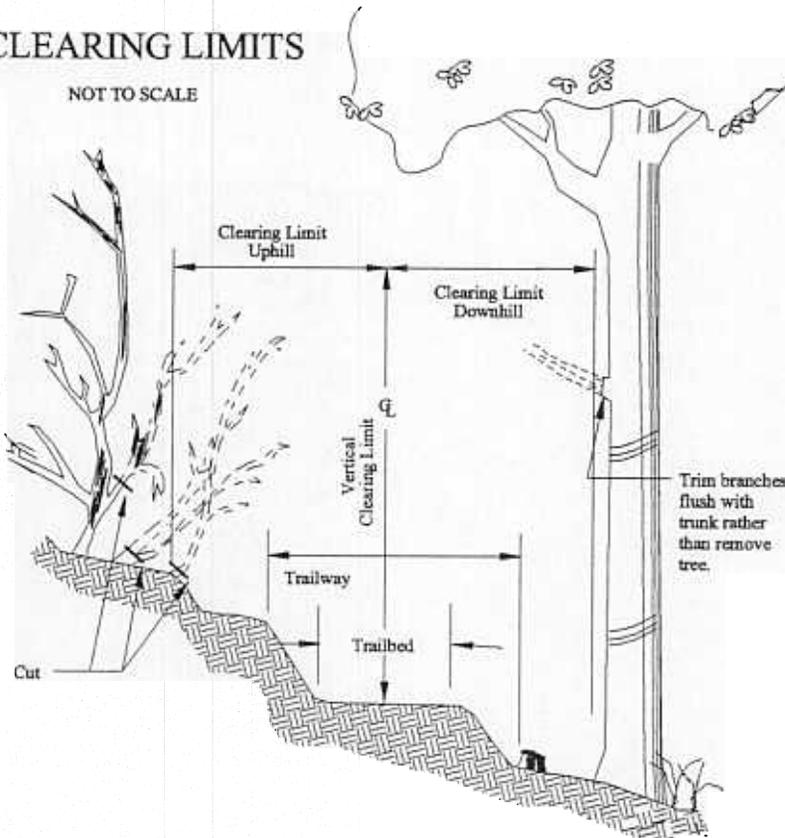


CLEARING LIMITS

NOT TO SCALE

Clearing Limits (mm)

Location	Uphill	Downhill	Height
ALL	1200 mm	1200 mm	3000 mm



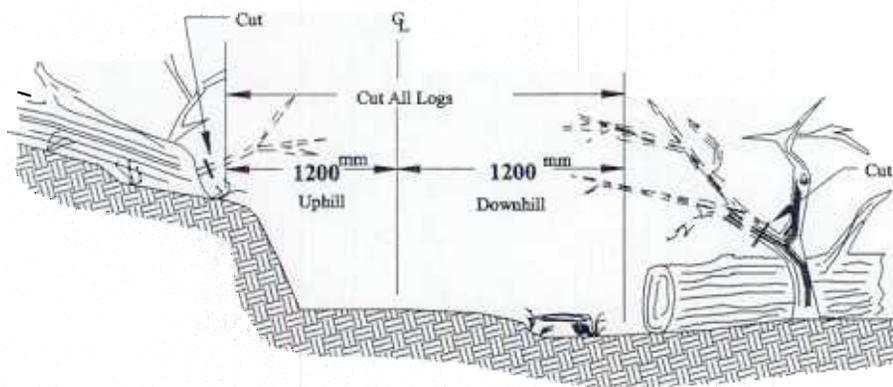
Do not remove trees over 80 mm in diameter if they are over 1 m from the centerline (both sides).

Remove all trees 80 mm or less in diameter if they are within 1 m of centerline (both sides).

Stump Height Requirements* (mm)

Stump Position	Side Slope	Uphill	Downhill
Stumps between the trailway and clearing limits.	Side slope less than or = to 10%	50mm	50mm
	Side slope over 10%	50mm	50mm
Stumps outside the clearing limits	Side slope less than or = to 10%	N/A	N/A
	Side slope over 10%	N/A	N/A

*All heights measured on uphill side of stumps.



TRAILBED AND SLOPE FINISH

NOT TO SCALE

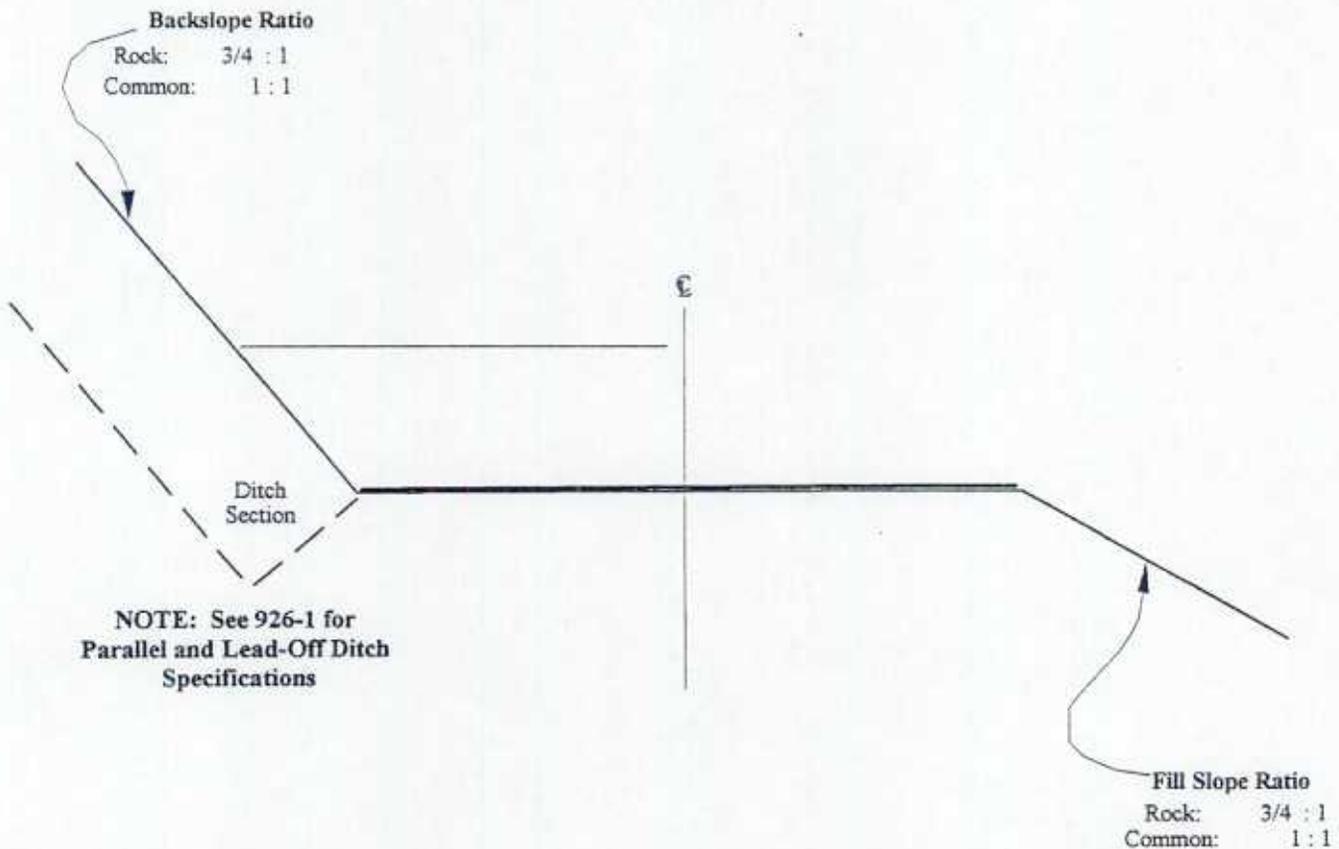
Slope Finish

Remove roots over 15 mm in diameter that protrude from the backslope.

Trailbed Finish

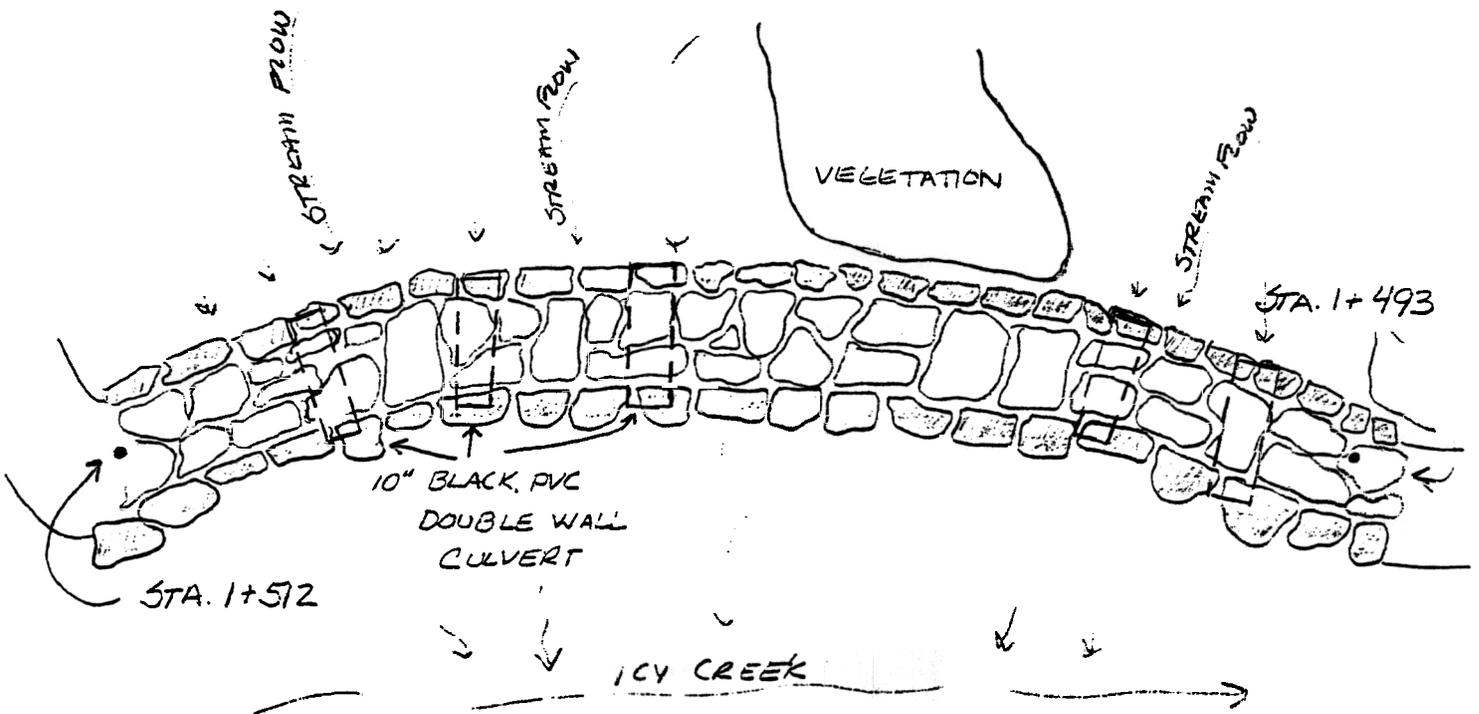
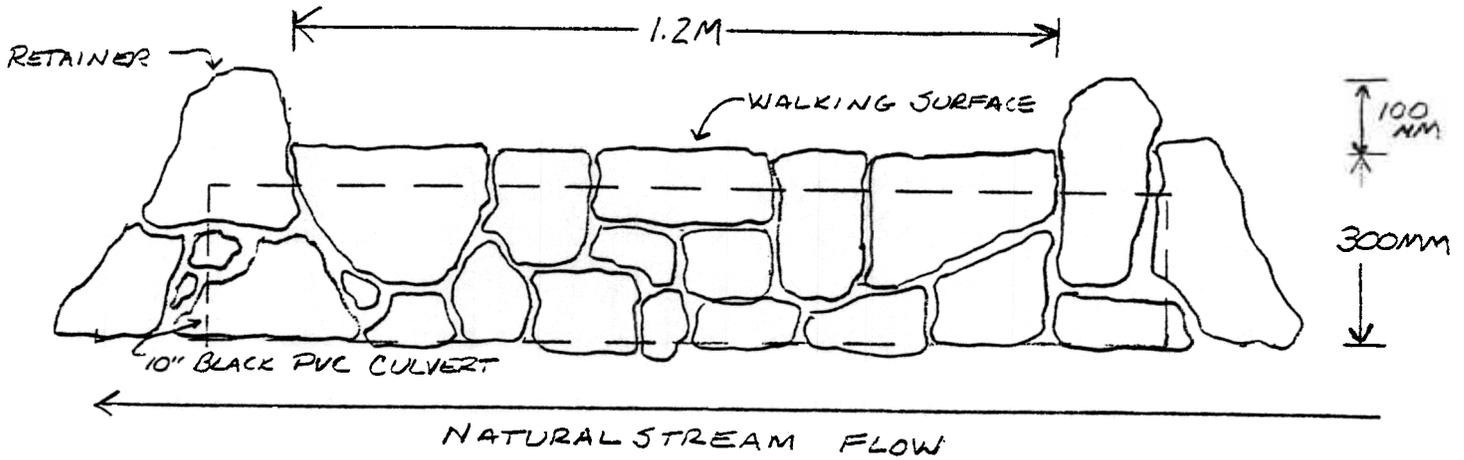
Remove loose rock on the trailbed surface over 50 mm in the smallest dimension.

Remove or reduce embedded rock that protrudes more than 50 mm above the trailbed.



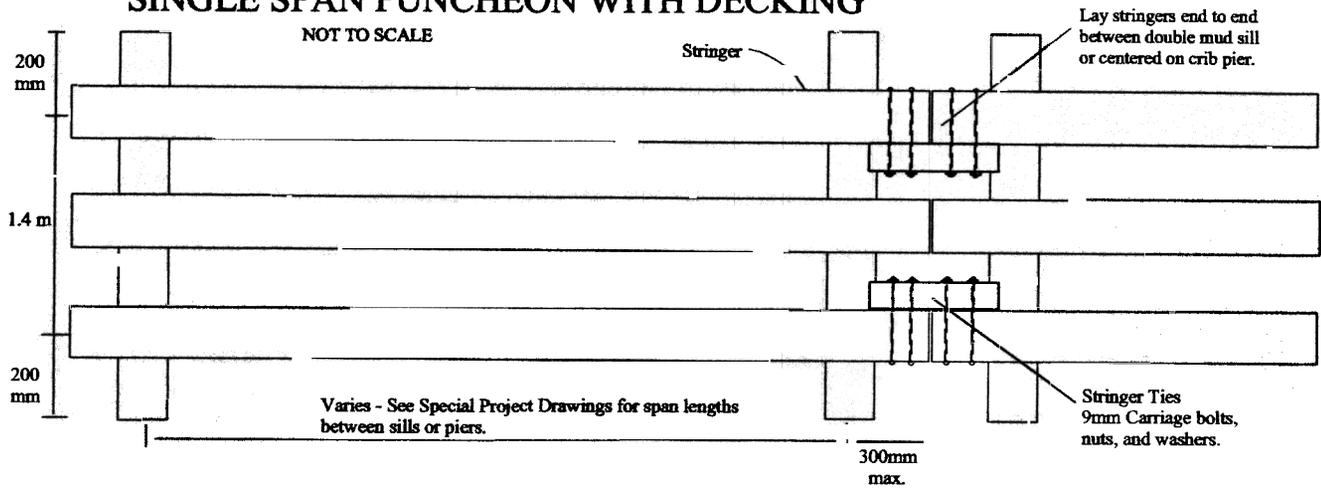
ROCK FORD REMOVAL

ROUGH ROCK FORD / TURNPIKE
(NOT TO SCALE)



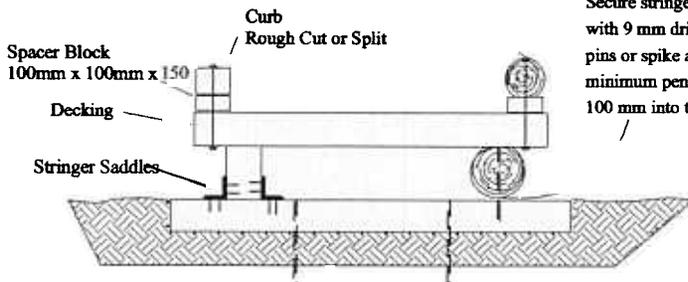
SINGLE SPAN PUNCHEON WITH DECKING

NOT TO SCALE



MUD SILL AND STRINGER LAYOUT

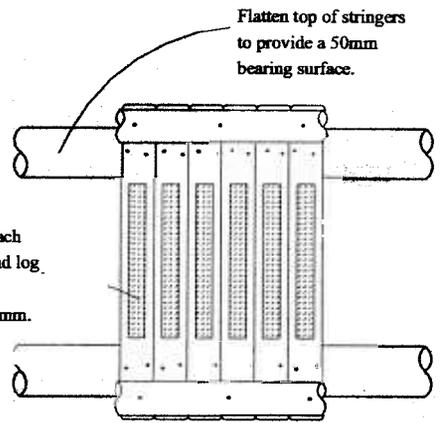
10mm dia. galvanized carriage bolt, nut, and washer.
Fit lengthwise to fit through curb, spacer, and decking.
Rough cut members may vary somewhat in width.



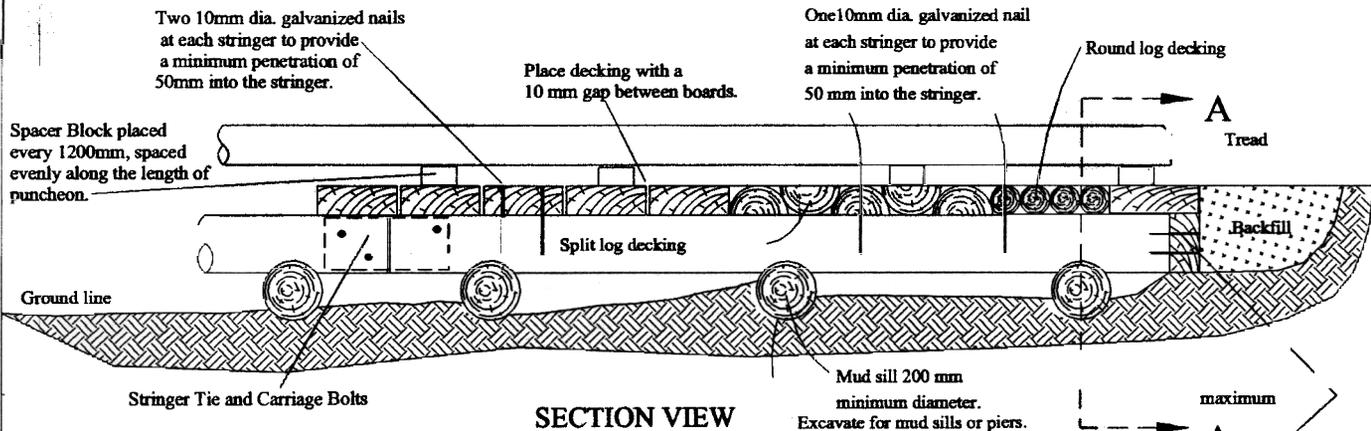
SECTION A-A

Treated Material / Field Treatment: All field cuts and drill holes shall be treated with 3 brush coats of Commercially available Copper Napthanate.

Secure stringers and tie with 9 mm drift pins or spike at each sill with a minimum penetration of 100 mm into the sill.



PLAN VIEW



SECTION VIEW



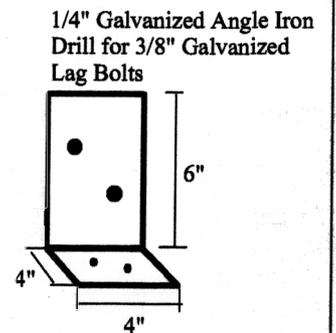
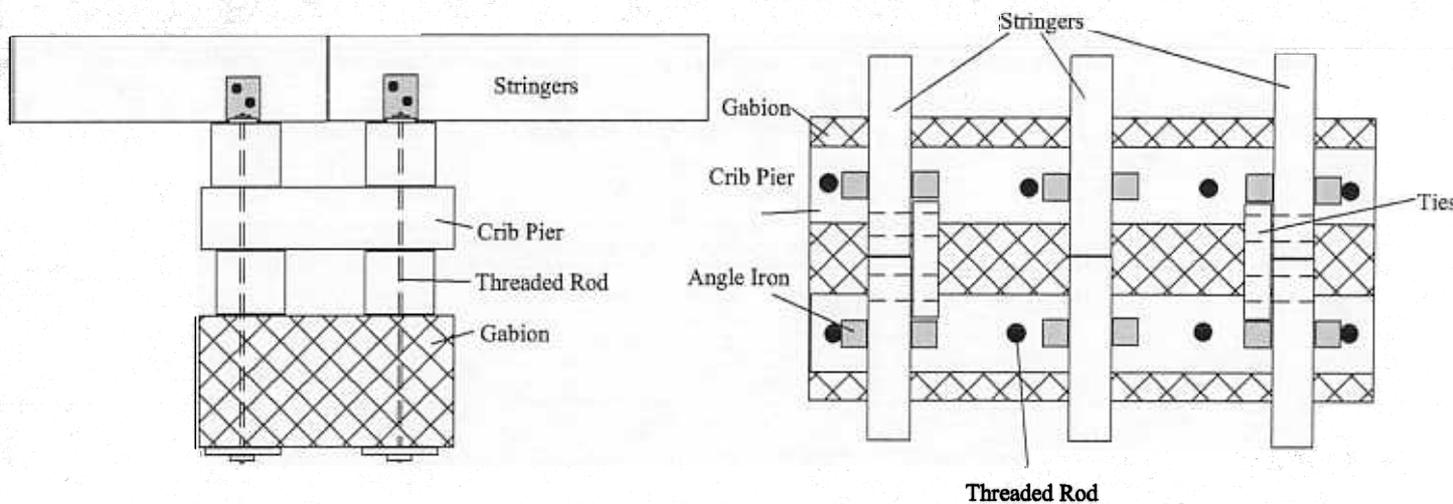
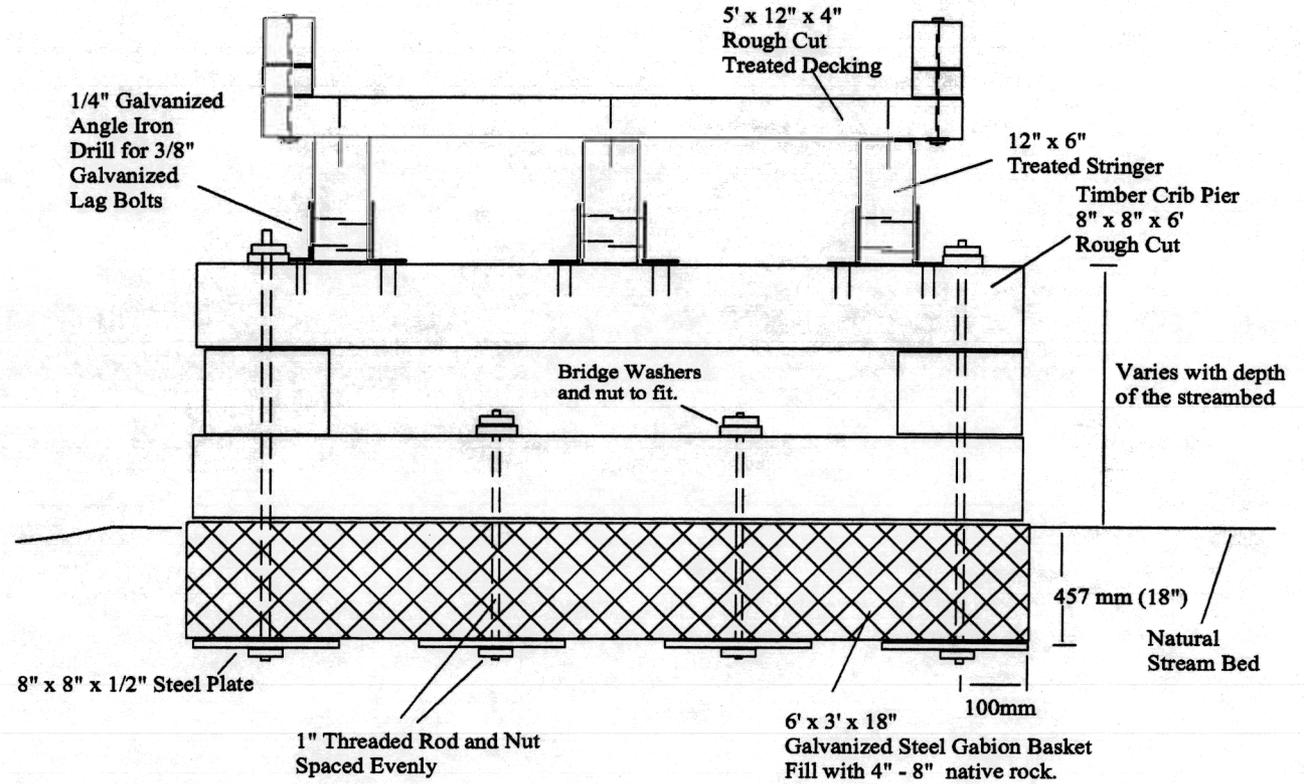
Bulkhead:
Secure with a minimum of two galvanized spikes with a minimum penetration of 50 mm into the stringer.

Member	Type	Species	Min. Size (mm)	Treatment/Ret.
Sill / Crib Piers	Treated	Hem/Fir	200x200x1800	ACQ/.40 LB/CF
	Treated	Hem/Fir	200x300	ACQ/.40 LB/CF
	Treated	Hem/Fir		
	Treated/Rough Cut	Hem/Fir		
Spacer Blocks	Treated/Rough Cut	Hem/Fir	100x100	
Bulkhead	Treated	Hem/Fir	100x300x1800	ACQ/.25 LB/CF

ACQ Brown Tone for all treated members. Nearest commercially available English sizes are acceptable.

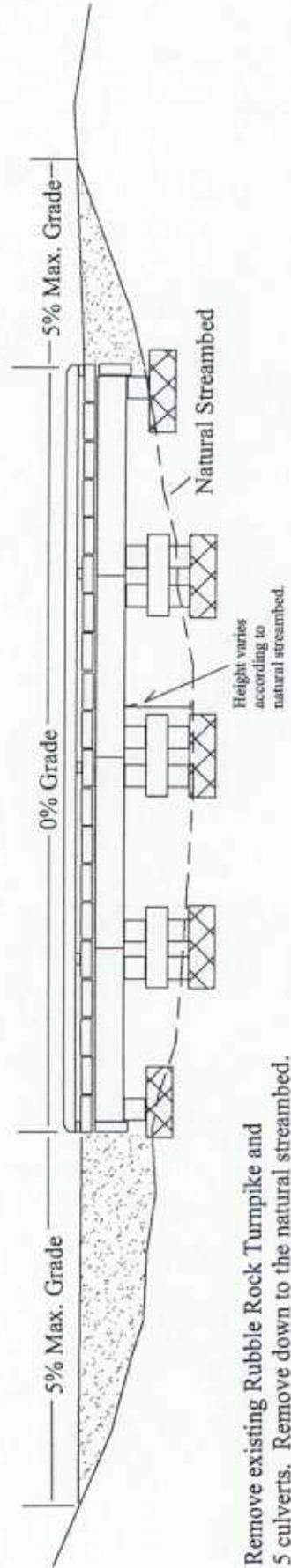
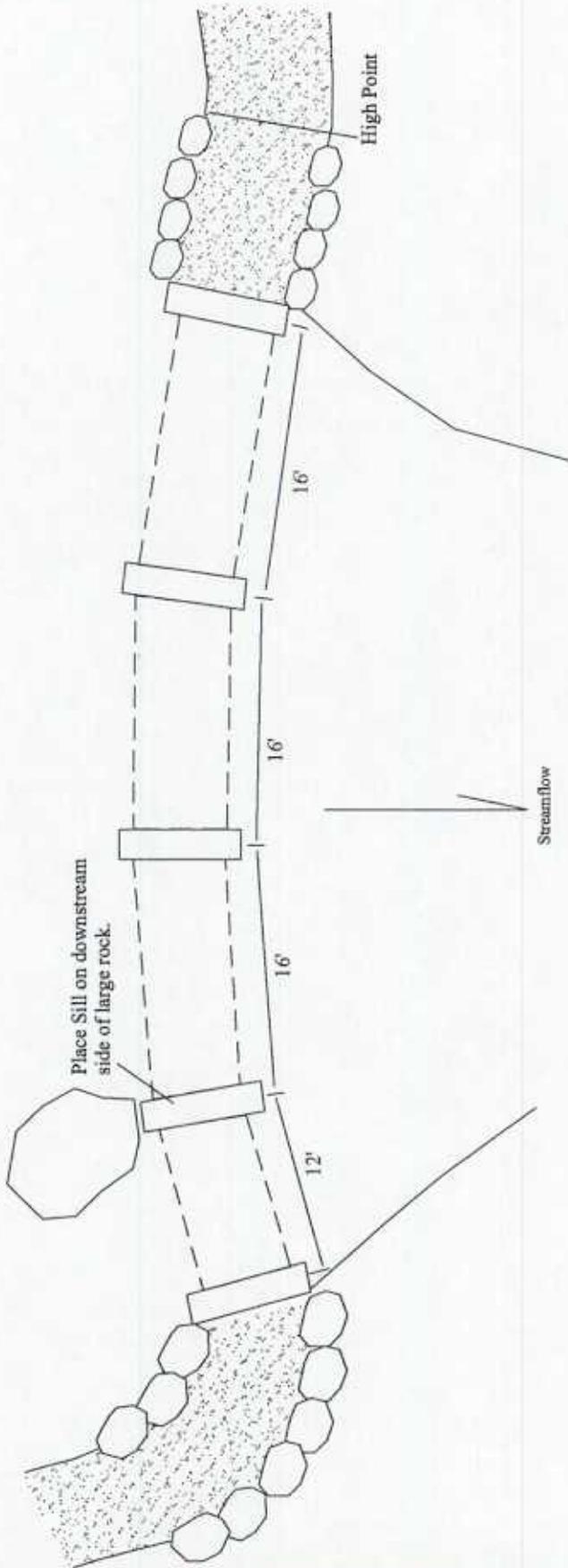
Gabion Piers

Not to Scale



Rock Turnpike Replacement

Not to Scale

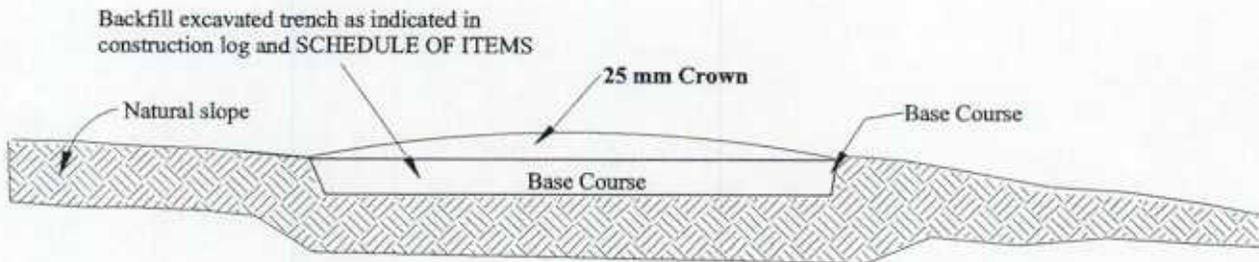


Remove existing Rubble Rock Turnpike and 5 culverts. Remove down to the natural streambed.

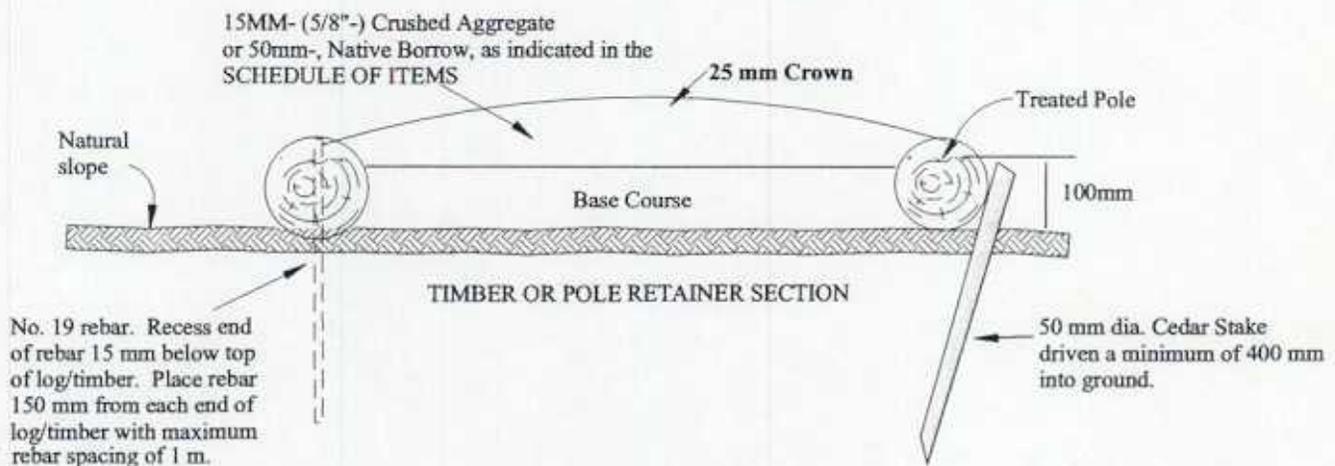
932-4 MB5 4/04

AGGREGATE SURFACING

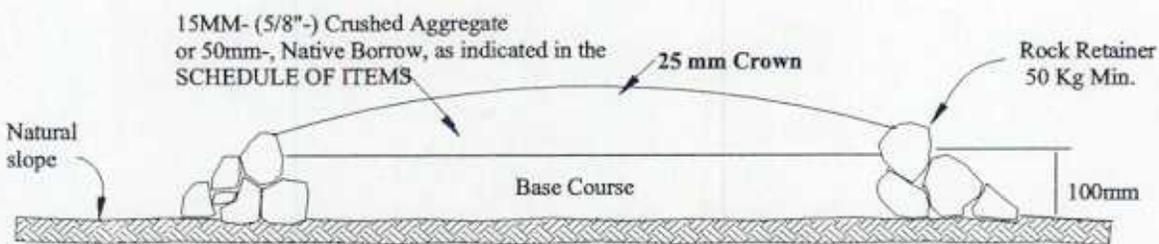
NOT TO SCALE



EXCAVATED SECTION



TIMBER OR POLE RETAINER SECTION



ROCK RETAINER SECTION

% by Weight Passing Designated Sieve (AASHTO T-11 and T-27)	
Sieve Size	Grading H
19 mm	100
12.5 mm	97 - 100
9.5 mm	80 - 96 (6)
4.75 mm	58 - 70 (7)
1.18 mm	28 - 40 (6)
425 mm	16 - 26 (5)
75 mm	9 - 14 (4)

Element	Type of Material	Obtain From	Size
Retainers	Rock	On Site	300mm Min. Dia.
Base Course	Native borrow	On Site	4"
Top Course	Crushed Aggregate	Commercial Source	5/8"- Crushed
Compaction	Method B		

Top Course: 5/8"- Crushed rock or Limestone (unwashed) as indicated in the Construction Log.

General Decision Number: WA030001 05/14/2004 WA1

Superseded General Decision Number: WA020001

State: Washington

Construction Types: Heavy (Heavy, and Dredging) and Highway

Counties: Washington Statewide.

HEAVY AND HIGHWAY AND DREDGING CONSTRUCTION PROJECTS (Excludes D.O.E. Hanford Site in Benton and Franklin Counties)

Modification Number	Publication Date
0	06/13/2003
1	01/23/2004
2	02/06/2004
3	02/13/2004
4	03/05/2004
5	03/12/2004
6	04/16/2004
7	05/14/2004

CARP0770-003 06/01/2003

	Rates	Fringes
Carpenters:		
CENTRAL WASHINGTON:		
CHELAN, DOUGLAS (WEST OF THE 120TH MERIDIAN), KITTITAS, OKANOGAN (WEST OF THE 120TH MERIDIAN) AND YAKIMA COUNTIES		
ACCOUSTICAL WORKERS.....	\$ 20.98	9.22
CARPENTERS AND DRYWALL APPLICATORS.....	\$ 20.72	9.22
CARPENTERS ON CREOSOTE MATERIAL.....	\$ 20.82	9.22
DIVERS TENDER.....	\$ 31.17	9.50
DIVERS.....	\$ 70.07	9.50
INSULATION APPLICATORS....	\$ 20.72	9.22
MILLWRIGHT AND MACHINE ERECTORS.....	\$ 29.40	9.22
PILEDRIVER, BRIDGE DOCK AND WHARF CARPENTERS.....	\$ 28.40	9.22
PILEDRIVER, DRIVING, PULLING, CUTTING, PLACING COLLARS, SETTING, WELDING OR CRESOTE TREATED MATERIAL, ALL PILING.....	\$ 28.60	9.22
SAWFILERS, STATIONARY POWER SAW OPERATORS, FLOOR FINISHER, FLOOR LAYER, SHINGLER, FLOOR SANDER OPERATOR AND OPERATORS OF OTHER STATIONARY WOOD WORKING TOOLS.....	\$ 20.85	9.22

WESTERN WASHINGTON:
 CLALLAM, GRAYS HARBOR,
 ISLAND, JEFFERSON,
 KING, KITSAP, LEWIS
 (excludes piledrivers
 only), MASON, PACIFIC
 (North of a straight
 line made by extending
 the north boundary line
 of Wahkiakum County
 west to the Pacific
 Ocean), PIERCE, SAN
 JUAN, SKAGIT,
 SNOHOMISH, THURSTON AND
 WHATCOM COUNTIES

ACOUSTICAL WORKERS.....	\$ 28.56	9.50
CARPENTERS AND DRYWALL APPLICATORS.....	\$ 28.40	9.50
CARPENTERS ON CREOSOTE MATERIAL.....	\$ 28.50	9.50
DIVERS TENDER.....	\$ 31.17	9.50
DIVERS.....	\$ 70.07	9.50
INSULATION APPLICATORS....	\$ 28.40	9.50
MILLWRIGHT AND MACHINE ERECTORS.....	\$ 29.40	9.50
PILEDRIVER, BRIDGE, DOCK & WHARF CARPENTERS.....	\$ 28.40	9.50
PILEDRIVER, DRIVING, PULLING, CUTTING, PLACING COLLARS, SETTING, WELDING OR CREOSOTE TREATED MATERIAL, ALL PILING.....	\$ 28.60	9.50
SAWFILERS, STATIONARY POWER SAW OPERATORS, FLOOR FINISHER, FLOOR LAYER, SHINGLER, FLOOR SANDER OPERATOR AND OPERATORS OF OTHER STATIONARY WOOD WORKING TOOLS.....	\$ 28.53	9.50

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - ALL
 CLASSIFICATIONS EXCEPT MILLWRIGHTS AND PILEDRIVERS

Hourly Zone Pay shall be paid on jobs located outside of the
 free zone computed from the city center of the following
 listed cities:

Seattle	Olympia	Bellingham
Auburn	Bremerton	Anacortes
Renton	Shelton	Yakima
Aberdeen-Hoquiam	Tacoma	Wenatchee
Ellensburg	Everett	Port Angeles
Centralia	Mount Vernon	Sunnyside
Chelan	Pt. Townsend	

Zone Pay:
 0 -25 radius miles Free
 25-35 radius miles \$1.00/hour
 35-45 radius miles \$1.15/hour
 45-55 radius miles \$1.35/hour
 Over 55 radius miles \$1.55/hour

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - MILLWRIGHT AND PILEDRIVER ONLY)

Hourly Zone Pay shall be computed from Seattle Union Hall, Tacoma City center, and Everett City center

Zone Pay:
 0 -25 radius miles Free
 25-45 radius miles \$.70/hour
 Over 45 radius miles \$1.50/hour

 ENGI0302-009 06/01/2002

CHELAN (WEST OF THE 120TH MERIDIAN), CLALLAM, DOUGLAS (WEST OF THE 120TH MERIDIAN), GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, KITTITAS, MASON, OKANOGAN (WEST OF THE 120TH MERIDIAN), SAN JUNA, SKAGIT, SNOHOMISH, WHATCOM AND YAKIMA (WEST OF THE 120TH MERIDIAN) COUNTIES

ON PROJECTS DESCRIBED IN FOOTNOTE A BELOW, THE RATE FOR EACH GROUP SHALL BE 95% OF THE BASE RATE PLUS FULL FRINGE BENEFITS. ON ALL OTHER WORK, THE FOLLOWING RATES APPLY.

WORK PERFORMED ON HYDRAULIC DREDDGES:

Zone 1 (0-25 radius miles):

	Rates	Fringes
Power equipment operators:		
GROUP 1		
TOTAL PROJECT COST		
\$300,000 AND OVER.....	\$ 28.51	9.40
TOTAL PROJECT COST		
UNDER \$300,000.....	\$ 26.96	8.40
GROUP 2		
TOTAL PROJECT COST		
\$300,000 AND OVER.....	\$ 28.62	9.40
TOTAL PROJECT COST		
UNDER \$300,000.....	\$ 27.06	8.40
GROUP 3		
TOTAL PROJECT COST		
\$300,000 AND OVER.....	\$ 28.97	9.40
TOTAL PROJECT COST		
UNDER \$300,000.....	\$ 27.38	8.40
GROUP 4		
TOTAL PROJECT COST		
\$300,000 AND OVER.....	\$ 29.02	9.40
TOTAL PROJECT COST		
UNDER \$300,000.....	\$ 27.43	8.40
GROUP 5		
TOATL PROJECT COST		
\$300,000 AND OVER.....	\$ 30.45	9.40
TOTAL PROJECT COST		
UNDER \$300,000.....	\$ 28.75	8.40
GROUP 6		
TOTAL PROJECT COST		

\$300,000 AND OVER.....\$ 28.51	9.40
TOTAL PROJECT COST	
UNDER \$300,000.....\$ 26.96	8.40

Zone Differential (Add to Zone 1 rates):
 Zone 2 (26-45 radius miles) - \$.70
 Zone 3 (Over 45 radius miles) - \$1.00

BASEPOINTS: Aberdeen, Bellingham, Bremerton, Everett, Kent, Mount Vernon, Port Angeles, Port Townsend, Seattle, Shelton, Wenatchee, Yakima

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

- GROUP 1 - ASSISTANT MATE (DECKHAND)
- GROUP 2 - OILER
- GROUP 3 - ASSISTANT ENGINEER (ELECTRIC, DIESEL, STEAM OR BOOSTER PUMP); MATES AND BOATMEN
- GROUP 4 - CRANEMAN, ENGINEER WELDER
- GROUP 5 - LEVERMAN, HYDRAULIC
- GROUP 6 - MAINTENANCE

CATEGORY B PROJECTS: 95% OF THE BASIC HOURLY RATE FOR EACH GROUP PLUS FULL FRINGE BENEFITS APPLICABLE TO CATEGORY A PROJECTS SHALL APPLY TO THE FOLLOWING PROJECTS. REDUCED RATES MAY BE PAID ON THE FOLLOWING:

1. Projects involving work on structures such as buildings and bridges whose total value is less than \$1.5 million excluding mechanical, electrical, and utility portions of the contract.
2. Projects of less than \$1 million where no building is involved. Surfacing and paving including, but utilities excluded.
3. Marine projects (docks, wharfs, ect.) less than \$150,000.

HEAVY WAGE RATES (CATEGORY A) APPLIES TO CLAM SHELL DREDGE, HOE AND DIPPER, SHOVELS AND SHOVEL ATTACHMENTS, CRANES AND BULLDOZERS.

HANDLING OF HAZARDOUS WASTE MATERIALS: Personnel in all craft classifications subject to working inside a federally designed hazardous perimeter shall be eligible for compensation in accordance with the following group schedule relative to the level of hazardous waste as outlined in the specific hazardous waste project site safety plan.

- H-1 Base wage rate when on a hazardous waste site when not outfitted with protective clothing.
- H-2 Class "C" Suit - Base wage rate plus \$.25 per hour.
- H-3 Class "B" Suit - Base wage rate plus \$.50 per hour.
- H-4 Class "A" Suit - Base wage rate plus \$.75 per hour.

 IRON0086-004 07/01/2003

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PIERCE, SKAGIT, SNOHOMISH, THURSTON, AND WHATCOM COUNTIES

	Rates	Fringes
Ironworker.....	\$ 28.57	12.45

ZONE 1:

	Rates	Fringes
Laborers:		
CALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PACIFIC (NORTH OF STRAIGHT LINE MADE BY EXTENDING THE NORTH BOUNDARY WAHKIAKUM COUNTY WEST TO THE PACIFIC OCEAN), PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND WHATCOM COUNTIES		
GROUP 1.....	\$ 17.71	7.20
GROUP 2.....	\$ 20.03	7.20
GROUP 3.....	\$ 24.71	7.20
GROUP 4.....	\$ 25.19	7.20
GROUP 5.....	\$ 25.55	7.20
CHELAN, DOUGLAS (WEST OF THE 120TH MERIDIAN), KITTITAS AND YAKIMA COUNTIES		
GROUP 1.....	\$ 14.59	7.20
GROUP 2.....	\$ 16.91	7.20
GROUP 3.....	\$ 18.63	7.20
GROUP 4.....	\$ 19.11	7.20
GROUP 5.....	\$ 19.47	7.20

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
ZONE 2 - \$.70
ZONE 3 - \$1.00

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective city hall
ZONE 2 - More than 25 but less than 45 radius miles from the respective city hall
ZONE 3 - More than 45 radius miles from the respective city hall

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT, TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT. TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective city hall
ZONE 2 - More than 25 but less than 45 radius miles from the respective city hall
ZONE 3 - More than 45 radius miles from the respective city hall

LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window Washer/Cleaner (detail clean-up, such as but not limited to

cleaning floors, ceilings, walls, windows, etc., prior to final acceptance by the owner)

GROUP 2: Batch Weighman; Crusher Feeder; Fence Laborer; Flagman; Pilot Car

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating Screed; Asbestos Abatement Laborer; Ballast Regulator Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter Tender; Cement Finisher Tender; Change House or Dry Shack; Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender; Clean-up Laborer; Concrete Form Stripper; Curing Laborer; Demolition (wrecking and moving including charred material); Ditch Digger; Dump Person; Fine Graders; Firewatch; Form Setter; Gabian Basket Builders; Grout Machine Tender; Grinders; Guardrail Erector; Hazardous Waste Worker (Level C); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, aiartrac); Faller and Bucker Chain Saw; Grade Checker and Transit Person; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B); High Scaler; Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Mortarman and Hodcarrier; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft); Spreader (concrete); Tamper and Similar electric, air and glas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Miner; Powderman; Re-Timberman; Hazardous Waste Worker (Level A).

PAIN0005-004 03/01/2004

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND WHATCOM COUNTIES

	Rates	Fringes
Painter.....	\$ 24.36	6.41

PLAS0528-001 06/01/2003

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PACIFIC (NORTH), PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON, AND WHATCOM COUNTIES

	Rates	Fringes
Cement Masons:		
CEMENT MASON.....	\$ 28.52	10.42
COMPOSITION, COLOR MASTIC, TROWEL MACHINE, GRINDER, POWER TOOLS, GUNNITE NOZZLE.....	\$ 28.77	10.42

PLUM0265-003 01/01/2004

ISLAND, SKAGIT, SNOHOMISH, SAN JUAN AND WHATCOM COUNTIES

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 30.20	13.17

TEAM0174-001 06/01/2003

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PACIFIC (North of a straight line made by extending the north boundary line of Wahkiakum County west to the Pacific Ocean), PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND WHATCOM COUNTIES

	Rates	Fringes
Truck drivers:		
ZONE A:		
GROUP 1:.....	\$ 26.14	10.33
GROUP 2:.....	\$ 25.56	10.33
GROUP 3:.....	\$ 23.16	10.33
GROUP 4:.....	\$ 18.91	10.33
GROUP 5:.....	\$ 25.90	10.33

ZONE B (25-45 miles from center of listed cities*): Add \$.70 per hour to Zone A rates.

ZONE C (over 45 miles from centr of listed cities*): Add \$1.00 per hour to Zone A rates.

*Zone pay will be calculated from the city center of the following listed cities:

BELLINGHAM	CENTRALIA	RAYMOND	OLYMPIA
EVERETT	SHELTON	ANACORTES	BELLEVUE
SEATTLE	PORT ANGELES	MT. VERNON	KENT
TACOMA	PORT TOWNSEND	ABERDEEN	BREMERTON

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1 - "A-frame or Hydralift" trucks and Boom trucks or similar equipment when "A" frame or "Hydralift" and Boom truck or similar equipment is used; Buggymobile; Bulk Cement Tanker; Dumpsters and similar equipment, Tournorockers,

Tournowagon, Tournotrailer, Cat DW series, Terra Cobra, Le Tourneau, Westinghouse, Athye Wagon, Euclid Two and Four-Wheeled power tractor with trailer and similar top-loaded equipment transporting material: Dump Trucks, side, end and bottom dump, including semi-trucks and trains or combinations thereof with 16 yards to 30 yards capacity: Over 30 yards \$.15 per hour additional for each 10 yard increment; Explosive Truck (field mix) and similar equipment; Hyster Operators (handling bulk loose aggregates); Lowbed and Heavy Duty Trailer; Road Oil Distributor Driver; Spreader, Flaherty Transit mix used exclusively in heavy construction; Water Wagon and Tank Truck-3,000 gallons and over capacity

GROUP 2 - Bulllifts, or similar equipment used in loading or unloading trucks, transporting materials on job site; Dumpsters, and similar equipment, Tournorockers, Tournowagon, Turnotrailer, Cat. D.W. Series, Terra Cobra, Le Tourneau, Westinghouse, Athye wagon, Euclid two and four-wheeled power tractor with trailer and similar top-loaded equipment transporting material: Dump trucks, side, end and bottom dump, including semi-trucks and trains or combinations thereof with less than 16 yards capacity; Flatbed (Dual Rear Axle); Grease Truck, Fuel Truck, Greaser, Battery Service Man and/or Tire Service Man; Leverman and loader at bunkers and batch plants; Oil tank transport; Scissor truck; Slurry Truck; Sno-Go and similar equipment; Swampers; Straddler Carrier (Ross, Hyster) and similar equipment; Team Driver; Tractor (small, rubber-tired)(when used within Teamster jurisdiction); Vacuum truck; Water Wagon and Tank trucks-less than 3,000 gallons capacity; Winch Truck; Wrecker, Tow truck and similar equipment

GROUP 3 - Flatbed (single rear axle); Pickup Sweeper; Pickup Truck. (Adjust Group 3 upward by \$2.00 per hour for onsite work only)

GROUP 4 - Escort or Pilot Car

GROUP 5 - Mechanic

HAZMAT PROJECTS

Anyone working on a HAZMAT job, where HAZMAT certification is required, shall be compensated as a premium, in addition to the classification working in as follows:

LEVEL C: +\$.25 per hour - This level uses an air purifying respirator or additional protective clothing.

LEVEL B: +\$.50 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical "splash suit."

LEVEL A: +\$.75 per hour - This level utilizes a fully-encapsulated suit with a self-contained breathing apparatus or a supplied air line.

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

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

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

Administrative Review Board

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

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

=====

END OF GENERAL DECISION

PACIFIC NORTHWEST REGION

FIRE PROTECTION AND SUPPRESSION

1. Fire Period and Closed Season

Specific fire prevention measures are listed below and shall be effective for the period April 1 to October 31 of each year. The Forest Service may change the dates of said period by advance written notice if justified by unusual weather or other conditions. Required tools and equipment shall be kept currently in serviceable *condition and* immediately available for initial attack on fires.

2. Fire Plan

Before starting any operations on the project, the Contractor, Permittee, Licensee, or Purchaser, hereinafter referred to as the "Contractor," shall prepare a fire plan in cooperation with the Contracting officer providing for the prevention and control of fires in the project area.

The Contractor shall certify compliance with fire protection and suppression requirements before beginning operations during the fire period and closed season, and shall update such certification when operations change.

3. Substitute Measures

The Contracting officer may by written notice authorize substitute measures or equipment or may waive specific requirements during periods of low fire danger.

4. Emergency Measures

The Forest Service may require emergency measures, including the necessary shutting down of equipment or portions of operations in the project area during periods of fire emergency created by hazardous climatic conditions.

5. Fire Control

The Contractor shall, independently and in cooperation with the Forest Service, take all reasonable action to prevent and suppress fires in the project area. Independent initial action shall be prompt and shall include the use of all personnel and equipment available in the project area.

For the purpose of fighting forest fires on or in the vicinity of the project which are not caused by the Contractor's operations, the Contractor shall place employees and equipment temporarily at the disposal of the Forest Service. Any individual hired by the Forest Service will be employed in accordance with the Interagency Pay Plan for Emergency Firefighters. The Forest Service will compensate the Contractor for equipment rented at fire fighting equipment rates common in the area, or at prior agreed to rates.

6. Compliance with State Forest Laws

Listing of specific fire precautionary measures herein is not intended to relieve the Contractor in any way from compliance with the State Fire Laws covering fire prevention and suppression equipment, applicable to operations under this contract, permit or license.

7. Fire Precautions

Specific fire precautionary measures are as follows:

a. Smoking and Open Fires

Smoking and fires shall be permitted only at the option of the Contractor. The Contractor shall not allow open fires on the project area without advance permission in writing from Forest Service.

Unless restricted by State Law or Federal Regulation, smoking shall be permitted only in such portions of the project area that are free of flammable material. Smokers shall sit down to smoke in such a position that any burning material will fall within a cleared area, and shall extinguish and press out in mineral soil all burning material before leaving the cleared area.

b. Fire Extinguishers and Equipment on Trucks, Tractors, etc.

All power-driven equipment operated by the Contractor on National Forest land, except portable fire pumps, shall be equipped with one fire extinguisher having a UL rating of at least 5 BC, and one "D" handled or long handled round point shovel, size "O" or larger. In addition, each motor patrol, truck and passenger-carrying vehicle shall be equipped with a double-bit axe or Pulaski, 3-1/2 pounds or larger.

Equipment shall be kept in a serviceable condition and shall be readily available.

c. Power Saws

Each gasoline power saw operator shall be equipped with a pressurized chemical fire extinguisher of not less than 8-ounce capacity by weight, and one long-handled round point shovel, size "o" or larger. The extinguisher shall be kept in possession of the saw operator at all times. The shovel shall be accessible to the operator within 1 minute.

d. Extinguishers

One refill for each type or one extra extinguisher sufficient to replace each size extinguisher required on equipment shall be safely stored in the fire tool box or other agreed upon place on the project area that is protected and readily available.

e. Spark Arresters and Mufflers

Each internal combustion engine shall be equipped with a spark arrester meeting either (1) USDA Forest Service Standard 5100-1a, or (2) appropriate Society of Automotive Engineers (SAE) recommended practice J335(b) and J350(a) as now or hereafter amended unless it is:

- (1) Equipped with a turbine-driven exhaust supercharger such as the turbocharger. There shall be no exhaust bypass.
- (2) A passenger-carrying vehicle or light truck, or medium truck up to 40,000 GVW, used on roads and equipped with a factory-designed muffler complete with baffles and an exhaust system in good working condition.

- (3) A heavy duty truck, such as a dump or log truck, or other vehicle used for commercial hauling, used only on roads and equipped with a factory designed muffler and with a vertical stack exhaust system extending above the cab.

Exhaust equipment described in this subsection, including spark arresters and mufflers, shall be properly installed and constantly maintained in serviceable condition.

f. Emergency Fire Precautions

The Contractor shall restrict operations in accordance with the Industrial Fire Precaution Levels listed below. The Forest Service may change the Industrial Fire Precaution Levels to other values upon revision of the National Fire Danger Rating System and may change the specific Industrial Fire Precaution Levels when such changes are necessary for the protection of the National Forest. When Bent to the Contractor, the revised Industrial Fire Precaution Levels will supersede the attached levels.

INDUSTRIAL FIRE PRECAUTIONS SCHEDULE

LEVEL

INDUSTRIAL FIRE PRECAUTION (IFPL)

- I. Closed season - Fire precaution requirements are in effect. A fire watch/security is required at this and all higher levels unless otherwise waived.
- II. Partial hootowl - The following may operate only between the hours of 8 p.m. and 1 p.m., local time:
 - a. power saws, except at loading sites;
 - b. cable yarding;
 - c. blasting;
 - d. welding or cutting of metal.

- III. Partial shutdown - The following shall be prohibited except as indicated:

Cable yarding - except that gravity operated logging systems employing non-motorized carriages may be operated between the hours of 8 p.m. and 1 p.m., local time, when all block and moving lines, except the line between the carriage and the chokers, are suspended 10 feet above the ground;

Power saws - except power saws may be used at loading sites and on tractor/skidder operations between the hours of 8 p.m. and 1 p.m., local time.

In addition, the following are permitted between the hours of 8 p.m. and 1 p.m., local time:

- a. tractor/skidder operations;
- b. mechanized loading and hauling of any product or material;

- c. blasting;
- d. welding or cutting of metal;
- e. any other spark-emitting operation not specifically mentioned.

IV. General shutdown - All operations are prohibited.

The following definitions shall apply to these Industrial Fire Precaution Levels:

Cable yarding systems: A yarding system employing cables and winches in a fixed position.

Closed season (Fire Precautionary Period): That season of the year when a fire hazard exists as declared by the responsible agency official.

Contracting officer: The person executing the contract, permit or license on behalf of the Government and includes that person's designated representative, acting within the limits of their authority or the duly appointed successor to the individuals.

Loading sites/woods site/project area: A place where any product or material (including but not limited to logs, firewood, slash, soil, rock, poles, posts, etc.) is placed in or upon a truck or other vehicle.

Low hazard area: Means any area where the responsible agency representative (WDNR, ORF, BIA, BLM) determines the combination of elements reduces the probability of fire starting and/or spreading.

Tractor/skidder operations: include a harvesting operation, or portion of a harvesting operation, where tractors, skidders, or other harvesting equipment capable of constructing fireline, are actively yarding forest products and can quickly reach and effectively attack a fire start.

Waivers, written in advance, may be used for any and all activities. Activities for which waivers may be issued include, but are not limited to:

- a. mechanized loading and hauling;
- b. road maintenance such as sprinkling, graveling, grading and paving;
- c. cable yarding using gravity systems or suspended lines and blocks, or other yarding systems where extra prevention measures will significantly reduce the risk of fire;
- d. powers saws at loading sites or in felling and bucking where extra prevention measures will significantly reduce the risk of fire;
- e. maintenance of equipment (other than metal cutting and welding) or improvements such as structures, fences and powerlines.

Such waiver, or substitute precautions will prescribe measures to be taken by the Contractor to reduce the risk of ignition, and/or the spread of fire. The Contracting officer shall consider site specific weather factors, fuel conditions, and specific operations that result in less risk of fire ignition and/or spread than contemplated when precaution level was predicted. Consideration shall also be given to measures that reduce the precaution levels above. The Contractor shall assure that all conditions of such waivers or substitute precautions are met.

The Contractor shall obtain the predicted Industrial Fire Precaution Level daily, prior to the start of work, from the appropriate Ranger District headquarters. If predictions made after 6:00 p.m., local time, are significantly different than the original prediction, the Forest Service will inform the Contractor when changes in restrictions or industrial precautions are made.

NOTE:The IFPL system does not apply on lands protected by ODF east of the summit of the Cascades.

Where hauling involves transit through more than one shutdown/regulated use area, the precaution level at the woods loading site shall govern the level of haul restriction, unless otherwise prohibited by other than industrial precaution level system.

8. Fire Tools

The Contractor shall furnish serviceable fire fighting tools in a readily accessible fire tool box or compartment of sound construction with a hinged lid and hasp so arranged that the box can be secured or sealed. The box shall be red and marked "Fire Tools" in letters one inch high. It shall contain a minimum of:

- a. 2 axes or Pulaskis with a 32-inch handle;
- b. 3 adze eye hoes. one Pulaski may be substituted for 1 adze eye hoe;
- c. 3 long-handled, round point shovels, size "o" or larger.

9. Fire Security

When the Industrial Fire Precautions Level is "I" or higher, unless a waiver is granted, the Contractor shall designate a person who shall perform fire security services listed below on the project area and vicinity. The designated person shall be capable of operating the Contractor's communications and fire fighting equipment specified in the contract, excluding helicopters, and of directing the activities of the Contractor's personnel on forest fires. In lieu of having the designated person perform the required supervisory duties, the Contractor may provide another person meeting the qualifications stated above to direct the activities of Contractor's personnel and equipment during all fire fighting activities.

Services described shall be for at least 1 hour from the time the Contractor's operations are shut down. For the purposes of this provision, personnel servicing equipment, and their vehicles, who are not engaged in cutting or welding metal are excluded.

Fire security services shall consist of moving throughout the operation area or areas constantly looking, reporting, and taking suppression action on any fires detected. Where possible, the designated person shall observe inaccessible portions of helicopter operating areas from vantage points within or adjacent to project area.

10. Blasting

Whenever the Industrial Fire Precaution Level is "II" or greater, a fire security person equipped with a long-handled, round point, No. "0" or larger, shovel, and a five-gallon backpack pump can filled with water will stay at location of blast for I hour after blasting is done. Blasting may be suspended by Forest service in writing, in an area of high rate of spread and resistance to control.

Fuses shall not be used for blasting. Explosive cords shall not be used without written permission of Forest Service, which may specify conditions under which such explosives may be Used and precautions to be taken.

Additional Fire Precautionary Measure 1 – Tank Truck

11. Contractor shall provide a tank truck or trailer, containing not less than 300 gallons of water, during yarding, loading, land clearing, right-of-way clearing and mechanical treatment of slash. A tank truck or trailer will not be required if powersaw falling and bucking is the only operation. Such tank truck or trailer shall be maintained in a serviceable condition and located within 10 minutes, round trip, from each project area during fire period and closed season.

The tank truck or trailer shall be equipped with a pump capable of discharging 20 gallons of water per minute, using a ¼ inch nozzle tip, through a 50 foot length of rubber lined hose. In addition, 500 feet of serviceable fabric jacket rubber lined hose of not less than 1 inch outside diameter, fitted with a nozzle capable of discharging a straight stream of ¼ inch diameter and a spray pattern shall be immediately available for use. The tank, pump and at least 250 feet of hose and nozzle shall be connected and ready for use at all times.

If a trailer is used, it shall be equipped with a hitch to facilitate prompt movement. A serviceable tow vehicle shall be immediately available for attachment to the trailer and must meet the time requirements stated above. Such truck or trailer shall be equipped to operate for a minimum of 8 hours. Tank truck or trailer shall be available from the start of work to the end of the Fire Watch/Fire Security service.

Additional Fire Precautionary Measure 2 - Communications

12. The Contractor shall provide adequate two-way communication facilities to report a fire to Forest Service within 15 minutes of detection. FCC Regulations prohibit commercial use of Citizen Band (CB) radios. (CB's are not considered adequate two-way communications).

Such communications shall be operable during periods of operation of power-driven equipment, including the time fire security is required.

Fire Plan

(For use with Forms R6-6300-50,
R6-FS-6300-51, and R6-FS-6300-52)

Contractor

Contract Number

Project Name

Contract Performance Period

Contractor's Representative for Fire Matters

Name	Title	Office Phone	Home Phone
_____	_____	_____	_____

Contracting Officer's Representative

Name	Office	Office Phone	Home Phone
_____	_____	_____	_____

Forest Service Inspector(s)

Name	Office	Office Phone	Home Phone
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Action by Contractor

The Contractor shall take on reasonable and practical action to prevent and suppress fires in the project area. The Contractor shall take suppression action immediately upon discovery of, or becoming aware of, such fire.

Action by Forest Service

The Forest Service may counsel with the Contractor on suppression action and will, when necessary, supplement the Contractor's efforts by furnishing personnel and equipment not available to the Contractor. In the event that a fire is not suppressed by the Contractor, and will require appreciable reinforcements, the Forest Service may take over suppression of the fire and may employ the Contractor's personnel and equipment.

Fire Prevention and Suppression

Predicted fire precautions class may be obtained from the following sources:

1-800-527-3305 or from the Washington State DNR website: www.wa.gov/dnr/htdocs/rp/ifpltoday.html. (Updated daily at approximately 4:30 p.m.) Call the local Forest Service office (Cowlitz Valley Ranger Station: 360-497-1100; Mt. Adams Ranger Station: 509-395-3400 and Mount St. Helens NVM: 360-449-7800) and dial extension: 891-5144.

IFPL boards are located at Cowlitz Valley Ranger Station in Randle; Packwood Work Center in Packwood; Mt. Adams Ranger Station in Trout Lake; at the north end of the High Bridge on the Wind River Highway, north of Carson; adjacent to the Chelatchie Prairie General Store across 503 Highway from the Mount St. Helens NVM Headquarters; at the junction of Forest Service road 81 and the 503 spur west of Cougar; and at Pine Creek Work Center at the east end of Swift Reservoir on Forest Service road 90.

The Contractor has employed or designated the following named individual(s) as fireguard, whose duty is the detection and suppression of fires:

Name	Office Phone	Home Phone
_____	_____	_____
_____	_____	_____

Contractor will, will not, permit employees to smoke while in the project area.
Open fires will, will not, be permitted by the Contractor. Although these activities may be permitted by the Contractor, it is understood that neither shall be allowed without being authorized, in writing, by the Contracting Officer's Representative.

Reporting Fires

During business hours fires shall be reported to the local Forest Service office, numbers listed above.

After hours and on Forest Service land call: **1-360-896-3473.**

If after hours and on State lands call: **1-800-527-3305**

Special Fire Qualifications of Contractor's Employees

<u>Name</u>	<u>Best Fire Assignment</u>	<u>Other Qualifications</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Total number of employees who could perform firefighting duties: _____

<u>Vehicle Description, Type, Make, Model, Size, Year</u>	<u>Number of Units</u>	<u>Location</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Joint Preparation of this fire plan is acknowledged:

Contractor or Designated Representative

Contracting Officer's Representative

Date

Date

PAST AND CURRENT CONTRACT INFORMATION

(For the past two years)

OFFEROR'S NAME

(Use this and additional sheets as necessary to provide two (2) years worth of experience in same or similar work)

CUSTOMER NAME	CONTRACT NO.	BRIEF DESCRIPTION	PRIMARY CONTACT INFORMATION
			NAME:
CUSTOMER ADDRESS			VOICE PHONE #:
			FAX PHONE #:
	CONTRACT VALUE	COMPLETION DATE OR % COMPLETE IF ONGOING	SECONDARY CONTACT INFO.
			NAME:
			VOICE PHONE #:
			FAX PHONE #:

CUSTOMER NAME	CONTRACT NO.	BRIEF DESCRIPTION	PRIMARY CONTACT INFORMATION
			NAME:
CUSTOMER ADDRESS			VOICE PHONE #:
			FAX PHONE #:
	CONTRACT VALUE	COMPLETION DATE OR % COMPLETE IF ONGOING	SECONDARY CONTACT INFO.
			NAME:
			VOICE PHONE #:
			FAX PHONE #:

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(For the past two years)

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			NAME:
			VOICE PHONE #:
			FAX PHONE #:

CUSTOMER NAME	CONTRACT NO.	BRIEF DESCRIPTION	PRIMARY CONTACT INFORMATION
			NAME:
CUSTOMER ADDRESS			VOICE PHONE #:
			FAX PHONE #:
	CONTRACT VALUE	COMPLETION DATE OR % COMPLETE IF ONGOING	SECONDARY CONTACT INFO.
			NAME:
			VOICE PHONE #:
			FAX PHONE #: