

<b>REQUEST FOR QUOTATION</b> <i>(THIS IS NOT AN ORDER)</i>		THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET ASIDE		PAGE 1 OF 1 PAGES
1. REQUEST NO. AG-05G1-S-16-0046	2. DATE ISSUED 07/12/2016	3. REQUISITION/PURCHASE REQUEST NO. 797792	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
5a. ISSUED BY COLVILLE NATIONAL FOREST 765 SOUTH MAIN STREET COLVILLE WA 99114			6. DELIVERY BY (Date) 09/30/2016	
5b. FOR INFORMATION CALL: (No collect calls)			7. DELIVERY <input type="checkbox"/> FOB DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule)	
NAME AARON KRETZER			9. DESTINATION a. NAME OF CONSIGNEE COLVILLE NATIONAL FOREST	
AREA CODE 509 TELEPHONE NUMBER 684-7134			b. STREET ADDRESS 765 SOUTH MAIN STREET	
8. TO: a. NAME b. COMPANY			c. CITY COLVILLE	
c. STREET ADDRESS			d. STATE WA e. ZIP CODE 99114	
d. CITY			f. ZIP CODE 99114	
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date) 07/29/2016 1500 PT		IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.		

**11. SCHEDULE (Include applicable Federal, State and local taxes)**

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
001	Building #2212 - Water Damage Repair See Attached Schedule of Items  Water Damage Repair Building #2212  Delivery: 09/30/2016  Vendor Contact Email: _____ Vendor Duns No.: _____				

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			c. TITLE (Type or print)		NUMBER	
d. CITY		e. STATE	f. ZIP CODE			

**PART I - THE SCHEDULE**

**SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS  
 SCHEDULE OF ITEMS**

**BUILDING #2212 WATER DAMAGE REPAIR  
 Newport Ranger District  
 Colville National Forest  
 Pend Oreille County, Washington**

The quoter must quote on all items. Award will be on an all or none basis to quoter whose quote represents the best value to the Government, price and other factors considered (reference Section M). If quoter does not intend to charge for an item, an “O” or “No Cost” should be shown.

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>METHOD OF MEAS.</b>	<b>PAY UNIT</b>	<b>EST. QTY.</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
Base Item 01	Remove water damaged drywall 1’ above floor, rubber base, wainscot, & vinyl flooring. Install new drywall, rubber base, wainscot, & vinyl flooring. Clean two window wells, treat for mold. Repair hole in drywall behind door.	L.S.Q.	EA	1	\$_____	\$_____
Option Item 01	Remove water damaged carpet. Install new carpet squares & base.	L.S.Q.	EA	1	\$_____	\$_____
Option Item 02	Remove existing carpet. Install new carpet squares & base.	L.S.Q.	EA	1	\$_____	\$_____
Total Quote (All Items)						\$_____

\*\*Designated Method of Measurement:

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

**Quote Due Dates**

If you wish to be considered, submit your quote by July 29, 2016.

Quotations received after 3:00 P.M. PT on the dated indicated will not be considered.

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**Price Range**

The Government's estimate is: less than \$25,000.

**NEW --- Invoice Processing Platform**

The "Submit Invoice-to" address for USDA orders is the Department of Treasury's Invoice Processing Platform (IPP). The contractor must follow the instructions on how to register and submit invoices via IPP as prescribed in the previous communications from USDA and Treasury. All invoices are to be submitted via the electronic Invoice Processing Platform. This is a mandatory requirement initiated by the U.S. Department of Treasury and you can find more information at this website <https://www.ipp.gov/index.htm>. Please make sure that your company has registered at <https://www.ipp.gov/vendors/enrollment-vendors.htm> to establish your account.

**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 **10 days from contract award date**. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

**System of Award Management Requirement**

No award will be made to a Contractor not registered in the System of Award Management (SAM). In addition, the Contractor's Representations and Certification must be listed in the SAM database. Reference <https://www.acquisition.gov> or <https://www.sam.gov/portal/public/SAM/>.

Note: There is **no** fee to register and use this site.

During the contract, the Contractor must always have an active status in SAM during the life of this contract. Invoices will be paid using the financial information provided in the Contractor's SAM profile. Failure to keep an active status may result in payment delays and other administration delays.

**Incorporation of Technical Proposal**

The Contractor's technical proposal, including revisions and amendments made prior to contract award, will be incorporated into this contract upon award.

The Contractor's personnel shall meet or exceed the qualification standards, experience levels and trade background as set forth in the technical proposal and contract.

In the event of an inconsistency between the contract and the technical proposal, the inconsistency shall be resolved by giving precedence in the follow order: (i) the contract (excluding the technical proposal) and then (ii) the technical proposal.

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## **SECTION C - DESCRIPTION/SPECIFICATION/STATEMENT OF WORK**

### **Description of Work or Scope of Contract**

This project consists of removing existing water damaged drywall 1'-0" up from floor, rubber base, wainscot, vinyl flooring and carpet. Ensure all underlying surfaces are completely dry. Treat for mold with a chlorine/water solution, let dry completely. Install new drywall, vinyl flooring, wainscot, carpet, and rubber base. If water damaged subfloor is uncovered during repairs, a modification to contract price will be allowed. Clean and treat mold in two windows. Repair hole in drywall behind front door.

### **Project Location**

Project is located on the Newport Ranger District. See attached maps for exact location.

### **AGAR 452.211-72 Statement of Work/Specifications (FEB 1988)**

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

### **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.

### **Applicable Specifications**

The Specifications shown in the specification listing contained in the attachments are applicable to this contract. All specifications not included in the specification listing, but referenced by listed specifications, are applicable. The Specifications shown on the specification list are physically attached to this contract.

### **Special Project Specifications**

Special Project Specifications applicable to this contract are attached.

<b><u>Section</u></b>	<b><u>Specification</u></b>
01 02 30	Schedule of Items
01 34 00	Submittals, Product Data & Samples
02 11 00	Demolition of Building Interior & Site Features
09 25 00	Gypsum Wallboard
09 65 30	Resilient Wall Base
09 65 50	Resilient Sheet Flooring
09 68 00	Carpeting
09 77 00	Special Wall Surfacing
09 90 00	Painting

### **Project Drawings**

The attached listed drawings (3 pages) are part of this solicitation and any resultant contract.

<b><u>Sheet</u></b>	<b><u>Description</u></b>
AS-1	Vicinity Map
AS-2	Site Plan
A-1	#2212 Floor Plan

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### **BioBased Products**

The Contractor must comply with Section 9002 of the Farm Security and Rural Investment Act of 2002 (FSRIA), Executive Order (EO) 13423, “*Strengthening Federal Environmental, Energy, and Transportation Management*,” and the Federal Acquisition Regulation to provide biobased products.

The Contractor shall utilize products and material made from biobased materials (e.g., insulating foam, composite panels, and concrete and asphalt release fluids) to the maximum extent possible without jeopardizing the intended end use or detracting from the overall quality delivered to the end user. All supplies and materials shall be of a type and quality that conform to applicable Federal specifications and standards. All supplies and materials to be used in the performance of work described herein are subject to the approval of the Contracting Officer.

The following is an example list of products that may be used in this contract for minor construction for which biobased products are available. The list is not all inclusive. It is desirable that vendors be able to supply the greatest number of biobased products listed meeting the health and environmental specifications.

Graffiti and grease removers	Insulating foam
Concrete and asphalt release fluids	Fluid-filled transformers
Wood and concrete sealers	Composite panels
Adhesive and mastic removers	Carpets
Roof coatings	Hydraulic fluid
Water tank coatings	

Biobased products that are designated for preferred procurement under USDA’s BioPreferred program must meet the required minimum biobased content as stated in the USDA Final Rule available at [www.biopreferred.gov](http://www.biopreferred.gov). The Contractor should provide data for their biobased products such as biobased content and source of biobased material (i.e. particular carpet).

In addition to the biobased products designated by the U.S. Department of Agriculture in the BioPreferred Program, the Contractor is encouraged to use other commercially available biobased products.

The Contractor shall submit with the initial proposal a complete list of biobased products, indicating the name of the manufacturer, cost of each material, and the intended use of each of the materials that are to be used in carrying out the requirements of the contract. The Contractor shall list volume to be used and the total cost for each individual product. This information will be used for reporting purposes.

The Contractor shall comply with the provision at FAR 52.223-1, Biobased Product Certification.

The Contractor shall comply with the clause at FAR 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

NOTE: A Contractor may propose more than one product within a product category and/or propose a product or products addressing more than one product category.

The product guides which define standard operating procedures for instructing staff in the proper use, storage, and disposal of biobased products; proper maintenance of equipment; and other procedures/instructions to accomplish work under this contract.

The Contractor shall provide data on the quantity and dollar values of biobased products used in this contract. The data will be submitted to the Contracting Officer quarterly.

A demonstration of proper use, an effective training program, and technical assistance are essential to the success of the purchase and use of some biobased products that may function differently than a conventional product. Therefore we will look for a Contractor who will 1) demonstrate products, and 2) when selected, offer any necessary training to all of the construction staff and 3) be available with technical assistance to trouble shoot problems.

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**SECTION D--PACKAGING AND MARKING**

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

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**SECTION E--INSPECTION AND ACCEPTANCE**

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

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): [www.arnet.gov/far/](http://www.arnet.gov/far/)  
FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

- 52.246-1 Contractor Inspection Requirements (APR 1984)
- 52.246-12 Inspection of Construction (AUG 1996)
- 52.246-13 Inspection – Dismantling, Demolition, or Removal of Improvements (AUG 1996)

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**SECTION F--DELIVERIES OR PERFORMANCE**

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

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES  
52.242-14 Suspension of Work (APR 1984)

**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 30 days after Notice to Proceed date. The time stated for completion shall include final cleanup of the premises.

**Suspension for Other than Government Convenience**

The Contracting Officer may issue orders to suspend the work wholly or in part for such period of time as deemed necessary because of: (1) weather or ground conditions when further prosecution of the work might cause environmental or resource damage to the project, access roads to the project, or adjacent property. Such action would include but not be limited to instances such as siltation of streams, damage to access roads, rutting of project roads which causes otherwise suitable soils to become muddy or unsuitable; or (2) Failure of the Contractor to comply with specifications such as but not limited to placement of frozen material in fills, placing of asphalts at temperatures lower than those specified, performing work prior to prerequisite approvals, operating equipment not meeting fire requirements, or when conditions exist which do not meet safety requirements. Whether or not a suspend work notice is issued, the Contractor shall be responsible for correcting any damage caused by his/her operation, whether inside or outside project limits, at no cost to the Government. Such suspensions shall no be considered as suspensions for the Convenience of the Government under FAR 52.242-14, Suspension of Work, and shall not qualify for an equitable adjustment.

**Notice to Proceed**

A Notice to Proceed will be issued in writing by the Contracting Officer or Contracting Officer's Representative (COR). No work shall begin until receipt of this notice. Contract time shall commence on the day indicated on the Notice to Proceed.

**Required Submittals**

The following is a general summary of the required submittals. Other submittals may be required as specified elsewhere in this contract.

Submittal Title	Referenced By Specification No.	Submittal DQWate
Schedule of Work	Section H & I	With Quote and then Updated when Necessary
Job Specific Safety Plan	Section H	Prior to Work Starting
Copy of Required Insurance Coverage	Section H	Prior to Work Starting
Notification of Subcontracting	Section G	Prior to Subcontractor Starting Work

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Biobased or BioPreferred Products	Section C & I	With quote and then in accordance with FAR 52.223-2
Release of Claims Form	Section I	Prior to Final Payment
Submittals	Section J	As required in Specifications
Gypsum Board	Spec. 09 25 00	Prior to Installation
Mold Resistant Gypsum Board	Spec. 09 25 00	Prior to Installation
Resilient Base Molding	Spec. 09 65 30	Prior to Installation
Resilient Sheet Flooring	Spec. 09 65 50	Prior to Ordering
Carpeting	Spec. 09 68 00	Prior to Ordering
Paint	Spec. 09 90 00	Prior to Installation
Wainscoting	Spec. 09 77 00	Prior to Ordering

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## SECTION G - CONTRACT ADMINISTRATION DATA

### **AGAR 452.215-73 Post Award Conference (NOV 1996)**

A post award conference with the successful offeror is required. It will be scheduled and held after the date of contract award. The conference will be held at Newport Ranger Station.

### **Note: Post Award Conference**

The Contractor shall meet with the Government to discuss contract terms, work performance requirements, and Work Progress Schedule.

Contractor designated representative or foreman (whomever the Contractor will have on the site) shall be present at the conference.

If the Contractor's designated representative or foreman does not attend the scheduled post award conference, the Government will reschedule the meeting and will not issue the Notice to Proceed until the foreman is present at the meeting. The meeting must be rescheduled within 3 days. If the Contractor is unable to meet the reschedule date, the contract may be terminated for cause.

### **Supplemental Definitions**

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:

- A. Calendar Days - Every day shown on the calendar, Saturdays, Sundays and holidays included.
- B. Change Order - An order issued to the Contractor by the Contracting Officer, pursuant to the "change" clause included in Section I of this contract, requiring work to be performed, within the general scope of the contract.
- C. Clearing Limits - The limits of clearing as designated on the ground, shown on the drawing or designated in the Special Project Specifications.
- D. Contract Pay Item - A pay item designated on the bid schedule and described by a specification.
- E. Contracting Officer (CO) - The person executing this contract on behalf of the Government, including any duly appointed successor and authorized representatives of the Contracting Officer acting within the limits of his/her authority.
- F. Contracting Officer's Representative (COR) - The on-site contract administrator for the Contracting Officer. The duties and responsibilities of the Contracting Officer's Representatives are defined in a letter of designation issued by the Contracting Officer.
- G. Contractor - The individual, partnership, joint venture, or corporation undertaking the execution of work under the terms of the contract and acting directly or through their agent, employees, or subcontractors.
- H. Drawings - The approved documents and reproductions of these documents, including plan and profile sheets, cross sections, site plants, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, and similar documents showing details for construction of a facility.

- I. 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.
- J. Inspector - The person(s) appointed in writing by the Contracting Officer to conduct and document inspections according to contract specifications and provisions. The inspector's authorities are strictly limited, not to exceed the authority to issue to the Contractor a Notice of Noncompliance. Inspector may also be called COR for Quality Assurance.
- K. Labor Standards Provisions - Those statutory and regulatory requirements pertaining to the Contractor's employees and employment practices.
- L. Materials - Any substances for use in the construction of the project and its appurtenances.
- M. Notice of Noncompliance - A written notice from the Contracting Officer's representative or inspector which documents, for the Contractor's attention, specific performance deficiencies.
- N. Original Contract Quantities - Those quantities shown in the Schedule of Items as awarded.
- O. Right of Way - A general term denoting land, property, or interest therein acquired for or devoted to a road or a construction site.
- P. 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.
- Q. Special Project Specifications - Specifications which detail the conditions and requirements peculiar to the individual project, including but not limited to CSI format specifications and additions and revisions to Standard Specifications.
- R. Specifications - A general term applied to all written directions and requirements pertaining to performance of work.
- S. 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.
- T. Utility Services - Are services such as electricity, gas, steam, water and sewage.
- U. Work Order - An order written by the Contracting Officer or Contracting Officer's Representative, which directs the Contractor to correct deficient performance. It may also be used to document acceptable completion of units and to approve starting on additional work units.

**Designation of Contracting Officer's Representative (COR)**

A. The Contracting Officer will designate a representative (or representatives), hereinafter referred to as the Contracting Officer's Representative (COR) who will provide on-the-ground administration for the Government. The COR will be designated in writing and a copy of the designations will be furnished to the Contractor before or at the post award conference. **The Contractor is cautioned to read the COR designation(s) because**

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**certain authority under the contract is reserved solely for the Contracting Officer.** The term “Contracting Officer” as used through the Specifications, shall be interpreted to include the Contracting Officer’s designated representative (s) acting within the limits of their delegations of authority.

B. The COR does not have authority to make any commitments or changes that affect price, quality, quantity, delivery or other terms and conditions of the contract nor in any way direct the contractor or its subcontractors to operate in conflict with the contract terms and conditions. The COR cannot redelegate their authority to another person.

Any understanding, agreement, modification, change order, or other matter deviating from the terms of this contract be effective or binding upon the Government unless formalized by a proper contractual documents executed by the Contracting Officer prior to completion of the contract.

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

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

### **Notification of Subcontracting**

The Contractor shall promptly notify the Contracting Officer upon entering into any subcontract arrangement. The subcontractor shall have the experience and be equipped for such work. The written notification shall include as a minimum:

- A. The name, address and telephone number of the subcontractor.
- B. The date upon which the subcontract was entered into and its duration.
- C. A detailed description of the work being subcontracted including a listing of contract items, units, etc., as appropriate.
- D. Documentation of the subcontractor's representative authority.

Subcontracting any portion of the contract shall not relieve the Prime Contractor of any responsibility under this contract. Any subcontract agreement shall contain all terms and conditions of the prime contract.

### **Public Officials Not Personally Liable**

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

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## SECTION H -- SPECIAL CONTRACT REQUIREMENTS

### **FAR 52.236-4 Physical Data (APR 1984)**

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

A. The indications of physical conditions on the drawings and in the specifications are the result of site investigations by observations and measurements.

B. Weather conditions: Typical Northeast Washington weather.

C. Transportation facilities: City and State highways.

D. Elevation: 2150'.

### **Landscape Preservation**

The Contractor shall confine operations to within the clearing limits or other areas designated in contract documents, and prevent the depositing of 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, and damage to vegetation or structures outside the clearing limits shall be repaired as directed by the Contracting Officer.

### **Conformity with Drawings and Specifications**

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

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) below.

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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, without additional charge, 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.

### **Warning Signs and Restrictions**

Contractor shall be totally responsible for safety signing, barricades and other signing to maintain a safe site to the public and Government employees.

### **.Job Specific Safety Plan**

Prior to allowing any work to commence on the project, the Contractor shall provide a written job specific safety plan that recognizes the inherently hazardous conditions that will exist on this contract. Some of these hazardous conditions are, but not limited to: blasting, heavy equipment operation, traffic control on haul routes, loading an unloading of materials, site security, noises and dust contract and the use of personal protective equipment (PPE) in the work area. The plan shall be in accordance with OSHA Regulations. The plan shall include all tasks and related activities anticipated to successfully complete the work.

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**Safety Items**

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

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

- Confined Entry Space.
- Temporary excavation/deep trenching/slope stability.
- Tree Felling.
- Fall hazard from work heights exceeding six feet.
- Blasting.
- Traffic control on high-volume and/or high-speed and/or limited visibility roads.
- Heavy equipment operation.
- Tree climbing and/or tower climbing.
- Fire hazards.
- Hazard materials handling.
- Electrical hazard.
- Hydraulic and/or pneumatic and/or other high pressure hazards.
- Mechanical hazards such as pulleys, springs, etc.
- Power tool operation including eye protection.
- Overhead hazards.

**FSAR 4G52.222-704 Personal Protective Equipment (FEB 2007)**

1. The Contractor will train in the safe operation and use of equipment to all workers using such equipment.
2. Personal protective equipment, including personal protective equipment for eyes, face, head, and extremities shall be provided, used, and maintained in a sanitary and reliable condition wherever it is necessary by reason of hazards or processes encountered in a manner capable of causing injury or impairment in the function of any part of the body.
3. Defective or damaged personal protective equipment shall not be used.
4. The Contractor shall assure that each employee wears foot protection that provides adequate traction and ankle support.
5. The Contractor shall provide, at no cost to the employee, and assure that each employee who works in an area where there is potential for head injury from falling objects or flying objects wears a hard hat that meets the minimum requirements of American National Standards Institute (ANSI) standard Z89.1-1997.
6. The Contractor shall provide, at no cost to the employee, eye protection where there is potential for eye injury due to flying objects. This eye protection must meet the minimum requirements of ANSI standard Z87.1-2003.
7. The Contractor shall provide, at no cost to the employee, hearing protection where there is a potential for hearing loss due to high intensity noise e.g., chain saw operation.

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**Storage of Materials and Equipment**

Materials shall be stored to assure the preservation of their quality and fitness for work. Approved portions of the right-of-way or other areas on Government land may be used for storage purposes. All storage sites approved by the Government shall be restored to a satisfactory condition at the Contractor's expense.

**Legal Relations and Responsibilities**

A. Government's Responsibility for Utilities

1. The Government will notify all utility companies or other parties affected and make arrangements for all necessary adjustments of the public or private utility fixtures, pipelines, and other appurtenances affected by work under the contract.

B. Contractor's Responsibility for Utilities

In the event of interruption to utility services because of accidental breakage the Contractor shall promptly notify the utility authority and shall cooperate with that authority in the restoration of service.

**Use of Premises**

A. The Contractor shall comply with the regulations governing the operation of premises which are occupied and shall perform this contract in such a manner as not to interrupt or interfere with the conduct of Government business.

**Prosecution of Work**

A. The following special controls will affect the Contractor's prosecution of work: Employees may be working in adjacent rooms. Contractor will be responsible to temporarily move and replace office furniture for access.

B. The Contractor may encounter other contractors performing work on projects in the area.

C. Utilities made available by the Government for use by the Contractor are: 110v, potable water, and sanitation

**Material Certifications and Testing Reports**

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

<u>Title</u>	<u>Referenced by</u> <u>Specification No.</u>	<u>Time of Government</u> <u>Approval After Submittal</u>
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None Required

**Disposal of Material**

Designated disposal sites for this project are as follows:

A. Debris encountered in the construction (metals, etc.) and other waste materials generated in the construction (cartons, scrap, etc.) shall be removed and disposed of in a State or County approved site off of National Forest Service Land.

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**Contractor's Use of Existing Roads**

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

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

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

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

**Additional Information for FAR 52.236-21, Specifications and Drawings for Construction.**

The following is the order of precedence if there is a discrepancy in the figures, in the drawings, or in the specifications (reference FAR 52.236-21 Specifications and Drawings for Construction”:

Plans Order of Precedence

- (a) Plans, figured dimensions over scaled dimensions
- (b) Plans, large scale contract plans over small scale contract plans
- (c) Schedules on contract plans over any conflicting notations on contract plans

**Damages**

If the Contractor does not complete the work within the designated contract time, actual excess costs will be assessed, such as - but not limited to, additional COR and Inspector time and travel.

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## PART II--CONTRACT CLAUSES

### SECTION I--CONTRACT CLAUSES

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

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

[www.arnet.gov/far/](http://www.arnet.gov/far/)

[www.usda.gov/procurement/policy/agar.html](http://www.usda.gov/procurement/policy/agar.html)

#### FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

- 52.204-9 Personal Identity Verification of Contractor Personnel (JAN 2011) |
- 52.204-13 System for Award Management Maintenance (JUL 2013)
- 52.204-18 Commercial and Government Entity Code Maintenance (JUL 2015)
- 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)
- 52.211-1 Availability of Specifications Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29 (AUG 1998)
- 52.211-18 Variation in Estimated Quantity (APR 1984)
- 52.215-8 Order of Precedence – Uniform Contract Format (OCT 1997)
- 52.219-6 Notice of Total Small Business Set-Aside (NOV 2011) |
- 52.219-28 Post-Award Small Business Program Representation (JUL 2013)
- 52.222-3 Convict Labor (JUN 2003) |
- 52.222-6 Construction Wage Rate Requirements (MAY 2014)
- 52.222-7 Withholding of Funds (MAY 2014)
- 52.222-8 Payrolls and Basic Records (MAY 2014)
- 52.222-9 Apprentices and Trainees (JUL 2005)
- 52.222-10 Compliance with Copeland Act Requirements (FEB 1988)
- 52.222-11 Subcontracts (Labor Standards) (MAY 2014)
- 52.222-12 Contract Termination - Debarment (MAY 2014)
- 52.222-13 Compliance with Construction Wage Rate Requirements and Related Regulations (MAY 2014)
- 52.222-14 Disputes Concerning Labor Standards (FEB 1988)
- 52.222-15 Certification of Eligibility (MAY 2014)
- 52.222-20 Contracts for Materials, Supplies, Articles and Equipment Exceed \$15,000 (MAY 2014)
- 52.222-21 Prohibition of Segregated Facilities (APR 2015) (*Applicable if contract exceeds \$10,000*)
- 52.222-26 Equal Opportunity (APR 2015) (*Applicable if contract exceeds \$10,000*)
- 52.222-27 Affirmative Action Compliance Requirements for Construction (APR 2015) (*Applicable if contract exceeds \$10,000*)
- 52.222-36 Equal Opportunity for Workers with Disabilities (JUL 2014) (*Applicable if contract exceeds \$15,000*)
- 52.222-50 Combating Trafficking in Persons (MAR 2015) |
- 52.222-55 Minimum Wages Under Executive Order 13658 (DEC 2015)
- 52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts (SEPT 2013) |
- 52.223-5 Pollution Prevention and Right-to-Know Information (MAY 2011) |

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52.223-6	Drug-Free Workplace (MAY 2001) ( <i>Applicable if contract is awarded to an individual</i> )
52.223-15	Energy Efficiency in Energy-Consuming Products (DEC 2007)
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
52.224-1	Privacy Act Notification (APR 1984)
52.224-2	Privacy Act (APR 1984)
52.225-13	Restrictions on Certain Foreign Purchases (JUN 2008)
52.227-4	Patent Indemnity -- Construction Contracts (DEC 2007)
52.228-5	Insurance – Work on a Government Installation (JAN 1997)
52.232-5	Payments under Fixed-Price Construction Contracts (MAY 2014)
52.232-23	Assignment of Claims (MAY 2014)
52.232-27	Prompt Payment for Construction Contracts (MAY 2014)
52.232-33	Payment by Electronic Funds Transfer – System for Award Management (JUL 2013)
52.232-39	Unenforceability of Unauthorized Obligations (JUN 2013)
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)
52.233-1	Disputes (MAY 2014)--Alternate I (DEC 1991)
52.233-3	Protest After Award (AUG 1996)
52.233-4	Applicable Law for Breach of Contract Claim (OCT 2004)
52.236-2	Differing Site Conditions (APR 1984)
52.236-3	Site Investigation and Conditions Affecting the Work (APR 1984)
52.236-5	Material and Workmanship (APR 1984)
52.236-6	Superintendence by the Contractor (APR 1984)
52.236-7	Permits and Responsibilities (NOV 1991)
52.236-8	Other Contracts (APR 1984)
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (APR 1984)
52.236-10	Operations and Storage Areas (APR 1984)
52.236-11	Use and Possession Prior to Completion (APR 1984)
52.236-12	Cleaning Up (APR 1984)
52.236-13	Accident Prevention (NOV 1991)   Alternate I (NOV 1991)
52.236-14	Availability and Use of Utility Services (APR 1984)
52.236-15	Schedules for Construction Contracts (APR 1984)
52.236-17	Layout of Work (APR 1984)
52.236-26	Preconstruction Conference (FEB 1995)
52.243-5	Changes and Changed Conditions (APR 1984)
52.244-6	Subcontracts for Commercial Items (OCT 2015)
52.245-1	Government Property (APR 2012) Alternate I (APR 2012)
52.245-2	Government Property Installation Operations Services (APR 2012)
52.245-9	Use and Charges (APR 2012)
52.246-21	Warranty of Construction (MAR 1994)
52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short From) (APR 1984) Alternate 1 (APR 1984 )
52.249-10	Default (Fixed-Price Construction) (APR 1984)
52.253-1	Computer Generated Forms (JAN 1991)

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**AGRICULTURE ACQUISITION REGULATION (48 CFR CHAPTER 4) CLAUSES**

- 452.228-71 Insurance Coverage (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)

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

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

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

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

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

**FAR 52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts (SEPT 2013)**

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

(1) The product cannot be acquired—

- (i) Competitively within a time frame providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

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

- (i) Spacecraft system and launch support equipment.

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

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

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

(1) Report to <http://www.sam.gov>, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30;

(2) Submit this report no later than—

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

(ii) At the end of contract performance.

**FAR 52.225-9 Buy American - – Construction Materials (MAY 2014)**

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

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

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

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

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

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

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

***“Component”*** means any article, material, or supply incorporated directly into construction materials.

***“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

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costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

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

***“Domestic construction material”*** means—

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

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

- (ii) The construction material is a COTS item.

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

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

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

(2) This requirement does not apply to information technology that is a commercial item or to the construction material or components listed by the Government as follows: None

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

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

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

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

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

- (A) A description of the foreign and domestic construction materials;
- (B) Unit of measure;
- (C) Quantity;
- (D) Price;
- (E) Time of delivery or availability;
- (F) Location of the construction project;
- (G) Name and address of the proposed supplier; and
- (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

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

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

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

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

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

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

Foreign and Domestic Construction Materials Price Comparison			
<u>Construction Material Description</u>	<u>Unit of Measure</u>	<u>Quantity</u>	<u>Price (Dollars)*</u>
<i>Item 1:</i>			
Foreign construction material	_____	_____	_____

Domestic construction material	_____	_____	_____	
<i>Item 2:</i>	_____	_____	_____	
Foreign construction material	_____	_____	_____	
Domestic construction material				
<p><i>[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]</i>  <i>[Include other applicable supporting information.]</i>  <i>[* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]</i></p>				

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

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

**FAR 52.243-5 Changes and Changed Conditions (APR 1984)**

(a) The Contracting Officer may, in writing, order changes in the drawings and specifications within the general scope of the contract.

(b) The Contractor shall promptly notify the Contracting Officer, in writing, of subsurface or latent physical conditions differing materially from those indicated in this contract or unknown unusual physical conditions at the site before proceeding with the work.

(c) If changes under paragraph (a) or conditions under paragraph (b) increase or decrease the cost of, or time required for performing the work, the Contracting Officer shall make an equitable adjustment (see paragraph (d)) upon submittal of a “proposal for adjustment” (hereafter referred to as proposal) by the Contractor before final payment under the contract.

(d) The Contracting Officer shall not make an equitable adjustment under paragraph (b) unless—

- (1) The Contractor has submitted and the Contracting Officer has received the required written notice; or
- (2) The Contracting Officer waives the requirement for the written notice.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause.

**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

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- (5) The Specifications
  - (6) Drawings

**Payments for Incidental Items**

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

**Costing of Claims or Modifications**

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

**Payment for Performance and Payment Security Expenses**

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

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

**SECTION J - LIST OF ATTACHMENTS**

**List of Attached Documents, Exhibits and Other Attachments**

The following attachments are made a part of this solicitation and any resultant contract.

Title		Pages	
1. Specification List		1	
2. Specifications and Supplemental Specifications		26	
3. Project Drawings (Attached) or (Separate)		3	
	Page No	Description	
	AS-1	VICINITY MAP	1
	AS-2	SIITE PLAN	1
	A-1	FLOOR PLAN	1
4. DOL Wage Decision No WA160062 dated 07/08/2016		7	

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## **PART IV--REPRESENTATIONS AND INSTRUCTIONS**

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

#### **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/](http://www.arnet.gov/far/)

[www.usda.gov/procurement/policy/agar.html](http://www.usda.gov/procurement/policy/agar.html)

#### **FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)**

52.204-17 Ownership or Control of Offeror (NOV 2014)

52.204-19 Incorporation by Reference of Representation and Certifications (DEC 2014)

52.209-2 Prohibition on Contracting with Inverted Domestic Corporation Representation (DEC 2014)

52.223-1 Biobased Product Certification (MAY 2012)

52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions  
Relating to Iran – Representation and Certifications (OCT 2015)

**VETS 100 NOTE:** Contract award with a value of \$100,000 or more, the Contractor must also be registered with VETS-100 (<https://vets100.vets.dol.gov/>).

Offerors should address questions concerning VETS-100 and/or VETS-100A (Federal Contractor Veterans Employment Reports) reporting requirements to the Office of Veterans Employment and Training Services offices at the following address:

U. S. Department of Labor

VETS-100 Reporting

4200 Forbes Blvd., Suite 202

Lanham, MD 20703

Telephone: (301) 306-6752

Website: [www.vets100.cudenver.edu](http://www.vets100.cudenver.edu)

Reporting Questions: [HelpDesk@vets100.com](mailto:HelpDesk@vets100.com)

Reporting Verification: [Verify@vets100.com](mailto:Verify@vets100.com)

More information is found under FAR Part 22.13.

#### **System of Award Management Requirement**

No award will be made to a Contractor not registered in the System of Award Management (SAM). In addition, the Contractor's Representations and Certifications must be listed in the SAM database. Reference <https://www.acquisition.gov> or <https://www.sam.gov/portal/public/SAM/>.

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**AGAR 452.219-70 Size Standard and NAICS Code Information (JAN 2005)**

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

Contract Line Item(s):     ALL      
--NAICS Code     236220      
--Size Standard     \$36.50 Million    

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

**FAR 52.204-8 Annual Representations and Certifications (APR 2016)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 236220.

(2) The small business size standard is \$15.0 million.

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

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

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

(i) Paragraph (d) applies.

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

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

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

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

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

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

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

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- (iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
- (iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
- (A) Are not set aside for small business concerns;
  - (B) Exceed the simplified acquisition threshold; and
  - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.
- (vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (viii) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (ix) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (x) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
  - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (xi) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xiii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xiv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xvi) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.
- (xvii) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

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

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

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

(C) If the acquisition value is \$50,000 or more but is less than \$77,533, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,533 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

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

(xxii) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

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

[Contracting Officer check as appropriate.]

(i) 52.204-17, Ownership or Control of Offeror.

(ii) 52.204-20, Predecessor of Offeror.

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

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

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

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

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this

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solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause # Title Date Change

\_\_\_\_\_

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

**FAR 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATION AND CERTIFICATIONS (DEC 2014)**

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

**Government Employees, Former USDA Employees, and USDA Retirees**

The offeror/quoter represents and certifies that --

- A. It [ ] is, [ ] is not a current Federal Government employee.
- B. It [ ] is, [ ] is not a former USDA employee.
- C. It [ ] is, [ ] is not a retired USDA employee. If retired, give date of retirement:\_\_\_\_\_.
- D. It [ ] is, [ ] is not related by blood or marriage to a current Forest Service employee on the Colville National Forest. If so, list employee's name and location:\_\_\_\_\_.
- E. It [ ] is, [ ] is not substantially owned or controlled by a former USDA employee or retiree.

**Taxpayer Identification**

What is your Taxpayer Identification Number (TIN)? \_\_\_\_\_

**Data Universal Numbering System (DUNS) Number**

What is your Data Universal Number System (DUNS) Number? \_\_\_\_\_

**E-Mail Address**

What is your E-Mail Address: \_\_\_\_\_

**System for Award Management (SAM)**

The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR and ORCA. There is **NO** fee to register for this site. Internet Site locations are:

<http://www.acquisition.gov/>

<https://www.sam.gov/portal/public/SAM/>

Have you registered in CCR and ORCA at the SAM site and is your registration currently valid?

Yes       No

What date does your registration expire? \_\_\_\_\_

If you are having problems with your SAM registration, vendors may receive assistance, free of charge, from the Small Business Administration; Procurement Technical Assistance Centers (PTACs); State economic development agencies; and local chambers of commerce. Further information may be obtained by calling the SAM Help Desk at 202.999.0501 or the Washington State PTAC at 360.754.6320.

**Site Visit**

Have you visited the work site?

Yes       No

**Informational Purposes Only**

Indicate whether you will use seasonal, migrant or both in performance of this proposed project:

Yes  No Seasonal Agricultural Worker(s)

Yes  No Migrant Agricultural Worker(s)

Yes  No H2B Worker(s)

Yes  No Do you E-Verify?

Yes  Indicate if you have complied with the US Department of Labor and US Department of Homeland Security processes for the H2B Worker Program.



9. Organization and work that will be available for this project.

a. (1) Minimum number of employees: \_\_\_\_\_ and a(2) Maximum number of employees: \_\_\_\_\_ ?

b. Are employees regularly on your payroll:  Yes  No

c. Specify equipment available for this contract: \_\_\_\_\_  
 \_\_\_\_\_

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

10. List below the experience of the principal individuals of your business:

INDIVIDUAL'S NAME	PRESENT POSITION	YEARS OF EXP.	MAGNITUDE AND TYPE OF WORK

11. List all the equipment (including vehicles) you plan to use on this contract. Provide a detailed description of the Equipment including your maintenance plan.

12. Contractor Inspection. Describe Contractor Self Inspection Procedures which you will use to insure quality for this contract.

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

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

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**EVALUATION QUESTIONNAIRE (Continued)**  
**ANSWERS ON A SEPARATE PIECE OF PAPER MUST BE RETURNED WITH QUOTE FOR  
CONSIDERATION**

**Technical Proposal Instructions.** The technical proposal will be used to make an evaluation and arrive at a determination as to whether the proposal will meet the requirements of the Government. Therefore, the technical proposal must present sufficient information to reflect a thorough understanding of the requirements and a detailed, description of the techniques, procedures and program for achieving the objectives of the specifications/statement of work. Proposals which merely paraphrase the requirements of the Government's specifications/statement of work, or use such phrases as "will comply" or "standard techniques will be employed" will be considered unacceptable and will not be considered further. Failure to provide this information may result in a complete rejection of your offer and not considered. As a minimum, the proposal must provide adequate information in the form of a brief narrative on each of the evaluation factors described in Section M that clearly demonstrates ability to perform the required work satisfactorily. Quoters must provide the following:

**1. Past Performance:** The quoters shall provide specific information of **recent relevant** contracts which support performance over the past three years and provide **current references** who can confirm your past performance. Past performance will be evaluated by Government contacting a sample of customers from the listing of past projects, review of past performance surveys received and any other source available.

For those contracts with less than positive performance, you are encouraged to provide a description of the problems and the efforts made to correct and to prevent future occurrences.

For each relevant contract or reference, the offeror is requested to provide:

- Agency/Company and current point of contact and telephone number
- Period of performance
- Dollar value of contract
- Contract number and type
- Subcontractors used (If Any)

The Experience Questionnaire which is attached to this Section (Section K) may be used as the submittal format for relevant contract or reference information.

**2. Technical: The offeror should provide at a minimum on a piece of paper attached to his/her quote.**

**(a) Technical Approach and Constructin Schedule for the Project.**

Explain in detail how you would prepare the site for the job and explain your approach. Also provide a performance schedule which includes proposed dates of ordering and receiving materials, coordinating with subcontractors, and project milestones. The technical approach must provide evidence of understanding the project requirements.

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- (b) **Project Management Plan.** List all key personnel for this project, their position and subcontractors for this project. In addition, include your communication flow between the individuals and Government to ensure a quality end product.
- (c) **Quality Control Plan.** Describe your Quality Control Plan. The plan must demonstrate how you will assure that quality of performance meets the objectives and requirements of the contract. It shall include how quality will be monitored to assure performance standards are met; how the work will be supervised; and how results of monitoring will result in quality performance and a quality finished product.
- (d) **Safety Plan.** Explain your safety plan for this work. Also include if you had any problems in the safety area in the past, how you fixed the problem and how you will prevent them from happening on this project.
- (e) **Biobased Products.** List all the biobased products you will use on this contract and the estimated dollar value.

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

### **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/](http://www.arnet.gov/far/)

[www.usda.gov/procurement/policy/agar.html](http://www.usda.gov/procurement/policy/agar.html)

### FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

- 52.204-7 System for Award Management (JUL 2013)
- 52.204-16 Commercial and Government Entity Code Reporting (JUL 2015)
- 52.211-6 Brand Name or Equal (AUG 1999)
- 52.215-1 Instructions to Offerors – Competitive Acquisition (JAN 2004)
  - Alternate I (OCT 1997)
  - Alternate II (OCT 1997)
- 52-215-5 Facsimile Proposals (OCT 1997) Fax Number is 509.684.7280
- 52.237-1 Site Visit (APR 1984)

### AGRICULTURE ACQUISITION REGULATIONS (48 CFR CHAPTER 4) CLAUSES

- 452.204-70 Inquiries (FEB 1988)

### **System of Award Management Requirement**

No award will be made to a Contractor not registered in the System of Award Management (SAM). In addition, the Contractor's Representations and Certification must be listed in the SAM database. Reference <https://www.acquisition.gov> or <https://www.sam.gov/portal/public/SAM/>.

### **Submittal of Quotes**

Quoters shall fill out and return Section K, the Experience and Evaluation Questionnaire attached to Section K along with the first 3 pages of the solicitation.

Faxes or emails will be accepted until 3:00 p.m. on the due date of this solicitation. Fax number is 1-888-489-2655. Email is [akretzer@fs.fed.us](mailto:akretzer@fs.fed.us). It is the quoter's responsibility to verify fax or email has been received by calling Aaron Kretzer at 509.684.7134.

Quotes may be mailed or hand delivered to: 765 South Main, Colville WA 99114.

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**Written Inquiries Via Facsimile Machine**

Reference “INQUIRIES (AGAR 452.204-70) (FEB 1988)”. In lieu of sending written inquiries via the postal service, potential quoters may send inquiries via facsimile machine at the phone number shown below, by referencing the solicitation number and directing the inquiry to the attention of the Contracting officer, 1-888-489-2655. In addition the quoter may submit their questions electronically to akretzer@fs.fed.us.

**FAR 52.211-3 Availability of Specifications Not Listed in the GSA Index of Federal Specifications, Standards, and Commercial Item Description Standards (JUN 1988)**

The specifications cited in this solicitation may be obtained from:

Specification	Address
ASTM Standards	American Society for Testing Materials 100 Barr Harbor Drive West Conshohocken, PA 19428 610.832.9585 or on internet site: <a href="http://www.astm.org">www.astm.org</a>
AWPA	American Wood Preservers Association PO Box 361784 Birmingham, AL 35236-1784 Intranet Site: <a href="http://www.awpa.com">www.awpa.com</a>
FS	Federal Specifications (GSA) Building 197, Washington Navy Yard, SE Washington, DC 20407 Intranet Site: <a href="http://www.gsa.gov">www.gsa.gov</a>

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

**FAR 52.216-1 Type of Contract (APR 1984)**

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

**FAR 52.222-5 Construction Wage Rate Requirements—Secondary Site of the Work (MAY 2014)**

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

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

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

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

**FAR 52.222-23 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction (FEB 1999) (Applicable if contract exceeds \$10,000)**

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

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

<u>Goals for minority participation for each trade</u>	<u>Goals for female participation for each trade</u>
3%	6.9%

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

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

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

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and

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(5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the “covered area” is Pend Oreille County, Wa.

**FAR 52.225-10 Notice of Buy American Requirement- – Construction Materials (MAY 2014)**

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

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

(c) *Evaluation of offers.*

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute or, 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

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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.

**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.

(b) Site visits may be arranged during normal duty hours by contacting:

Name: Cathy Wallis  
Address: 315 N. Warren, Newport, WA  
Telephone: 509 447-7300

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## SECTION M--EVALUATION FACTORS FOR AWARD

### **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/](http://www.arnet.gov/far/)

[www.usda.gov/procurement/policy/agar.html](http://www.usda.gov/procurement/policy/agar.html)

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

52.217-5 Evaluation of Options (JUL 1990)

### **HUBZone Set-Aside**

This procurement is a total **HUBZone Set-Aside** as described in Section I, FAR Clause 52.219-3, Notice of Total HUBZone Set-Aside. By submission of your quote, the quoter accedes to the terms of this solicitation/contract.

For information regarding HUBZone certification and registration go to the Small Business Administration website at <http://www.sba.gov/hubzone>.

### **System of Award Management Requirement**

No award will be made to a Contractor not registered in the System of Award Management (SAM). In addition, the Contractor's Representations and Certification must be listed in the SAM database. Reference <https://www.acquisition.gov> or <https://www.sam.gov/portal/public/SAM/>.

### **Basis of Award and Evaluation of Quotes**

Quoters shall enter a price for all sub-items. There will be one award from this solicitation.

The Government will issue an order as a result of this Request for Quotations to the responsible quoter whose quote is determined to be the "**best value**" to the Government considering both price and other factors as stated below:

#### A. **Past Performance:**

1. **Quality of Services:** Demonstrated ability to perform services in accordance with the contract specifications. Conformance to good standards of workmanship.
2. **Customer Satisfaction:** Satisfaction of end users with the Contractor's completed services.
3. **Timeliness of Performance:** Compliance with delivery schedules; reliability; and responsiveness to technical direction.

4. **Cost Control:** Ability to complete contracts with budget (at or below); reasonableness of price change proposals submitted; providing current, accurate, and complete billings.

5. **Business Relations:** Effective management, ability to manage project involving subcontracts, working relationship with the Contracting Officer and technical representatives, reasonable and cooperative behavior, flexibility, effective Contractor recommended solutions, and businesslike concern for Government' interests.

**SPECIFICATION LIST  
PROJECT TABLE OF CONTENTS  
#2212 Water Damage Repair**

**DIVISION 00 – Not Used**

**DIVISION 01 – EXISTING CONDITIONS**

01 02 30      SCHEDULE OF ITEMS  
01 34 00      SUBMITTALS, PRODUCT DATA AND SAMPLES

**DIVISION 02 – EXISTING CONDITIONS**

02 11 00      DEMOLITION OF BUILDING INTERIOR AND SITE FEATURES

**DIVISION 03 - DIVISION 08 - Not Used**

**DIVISION 09 – OPENINGS**

09 25 00      GYPSUM WALLBOARD  
09 65 30      RESILANT BASE MOLDING  
09 65 50      RESILANT SHEET FLORING  
09 68 00      CARPETING  
09 77 00      SPECIAL WALL SURFACING  
09 90 00      PAINTING

**DIVISION 10 – DIVISION 48 Not Used**

**End of Table of Contents**

**SECTION 01 02 30  
SCHEDULE OF ITEMS**

**PART 1 GENERAL**

1.01 RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS

A. Payment Procedures.

B. Change Order Procedures

1.02 SCHEDULE HEADINGS

A. As a basis for computing progress payment values, separately list installed value of each of the following:

1. Each major work item.
2. Each subcontracted work item. For each subcontract, list products and operations of that subcontract as separate line items.
3. Any products to be stored, for which separate payments will be requested with copy of invoice for materials.

B. Include directly proportional amount of Contractor's overhead and profit in each component listing.

C. Round off values to nearest dollar.

**\*\*\*\* END OF SECTION 01 02 30 \*\*\*\***

**SECTION 01 34 00**  
**SUBMITTALS, PROJECT DATA AND SAMPLES**

**PART 1 GENERAL**

1.01 GENERAL

A. Extent of work:

1. Submit samples only for those items specifically required. The Contracting Officer will not be obligated to review shop drawings, product data or samples other than those required by the contract documents.

B. Submittal schedule:

1. Submit data at least 1 week prior to ordering.

1.02 SPECIAL REQUIREMENTS

A. Samples

1. Size and quantity: See respective specification sections.
2. Show full range of color, texture and pattern.
3. Deliver to Contracting Officer unless otherwise specified.

1.03 CONTRACTOR'S RESPONSIBILITIES

A. Review shop drawings, product data, and samples prior to submissions, and affix with Contractor's review stamp.

B. Determine and verify:

1. Field measurements.
2. Product quantities.
3. Field construction criteria.
4. Catalog numbers and similar data.
5. Conformance with specifications.

C. Comply with contract documents.

D. Coordinate each submittal with requirements of work.

E. Notify Contracting Officer in writing, at submission time, of any deviations in submittals from contract document requirements.

F. Perform no work or fabrication requiring submittal until Contracting Officer approves submittal.

1.04 SUBMISSION REQUIREMENTS

A. Make submittals promptly in accordance with approved progress schedule, and in such sequence as to cause no work delay.

B. Number of submittals required:

1. Products data:

a. Submit sufficient copies for Contractor's needs, plus 1 copy which will be retained by the Contracting Officer.

2. Samples:

a. Submit number stated in respective specification section.

C. Submittal shall contain.

1. Project identification complete with specification section number.

2. Field measurements, clearly identified as such.

3. Applicable standards, such as ASTM or Federal Specification numbers.

4. Identification of deviations from contract documents.

5. Identification of resubmittal revisions.

6. Space on each page for Contractor's and Contracting Officer's approval stamps.

7. Contractor's stamp, signed and certifying that products, field measurements, field construction criteria, and information submitted has been reviewed and accepted by Contractor as accurate and conforming with contract documents.

#### 1.05 RESUBMISSION REQUIREMENTS

A. Make any corrections, or changes in submittals required by Contracting Officer and resubmit until approved.

B. Product data:

1. Revise product data, and resubmit as specified for initial submittal.

2. Samples:

a. Submit new samples as required for initial submittal.

#### 1.06 CONTRACTING OFFICER'S RESPONSIBILITIES

A. Review submittals with reasonable promptness.

B. Affix signature and indicate action, or requirements for resubmittal.

C. Return submittals to Contractor for distribution or resubmission.

**\*\*\*\* END OF SECTION 01 34 00 \*\*\*\***

**02 11 00**

**DEMOLITION OF BUILDING INTERIOR AND SITE FEATURES**

**GENERAL**

Description

This work shall consist of the removal and disposal of specific parts of the existing building.

**EXECUTION**

Work shall include: Remove existing Blown-in and Batt insulation including vapor barriers in attics. **Soffit chutes???**

**DISPOSAL**

The contractor shall dispose of removed items at an approved Washington State Landfill.

**\*\*\*\* END OF SECTION 02 11 00 \*\*\*\***

**GYPSUM WALLBOARD**

**PART I GENERAL**

1.01 SECTION INCLUDES

- A. Gypsum Board
- B. Taped and sanded joint treatment.

1.02 RELATED SECTIONS

- A. Section 09900 - Painting: Surface finish.

1.02 REFERENCES

- A. ANSI/ASTM C36 - Gypsum wallboard.
- B. ANSI/ASTM C475 - Joint Treatment Materials for Gypsum Wallboard construction.
- C. ANSI/ASTM C1002 - Screws for the Application of Gypsum Wallboard.
- D. ANSI/ASTM E119 - Fire Tests of Building Construction and Materials.
- E. GA-201 -Gypsum Board for Walls and ceilings.
- F. GA-216 – Recommended Specifications for the Application and Finishing of Gypsum Board.

1.03 COORDINATION

- A. Coordinate with other trades affecting or affected by work of this section.

1.04 QUALITY ASSURANCE

- A. Applicator: Company specializing in gypsum board systems work with three years documented experience.

1.05 REGULATORY AGENCY REQUIREMENTS

- A. Conform to UBC for fire rated assemblies.
- B. If and where fire rated partitions or ceilings are called for on drawings, construct to obtain specified rating.

- C. At any electrical outlet boxes, recessed toilet accessories or other openings in party walls, line opening with gypsum board as required to maintain fire resistance rating.

#### 1.06 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Deliver products to site with manufacturer's original legible labels intact.
- B. Identify fire rated materials with testing agency label.
- C. Protect gypsum material against moisture and metal materials against rust.
- D. Stack gypsum board on edge; do not stack flat or with longer lengths overhanging shorter lengths.

#### 1.07 ENVIRONMENTAL REQUIREMENTS

- A. Maintain between 55 degrees F and 75 degrees F for 24 hours before and during work and for 24 hours after materials have dried.
- B. Maintain sufficient ventilation for proper joint treatment drying.

### **PART II PRODUCTS**

#### 1.08 MANUFACTURERS

- A. Metal products: Angeles, Beadex, Steeler, Steel Systems, US Gypsum, Western or approved by COR.
- B. Gypsum products: Celotex, domtar, Gold Bond, Manville, National Gypsum, US Gypsum or approved by CO.

#### 1.09 GYPSUM BOARD

- A. Match thickness of existing or otherwise required for code compliance: 5/8" inch type X.
- B. All other board: Manufacturing standard: ASTM C-36.
- C. Mold-Resistant Drywall Panels. (Greenboard)

#### 1.10 FASTENERS

- A. Material: steel.
- B. Manufacturing standard: ASTM C-646.
- C. Type and length: screws recommended by board manufacturer to satisfy conditions of use.

#### 1.12 JOINT TAPE

- A. Manufacturing standard: ASTM C-475.
- B. Type: perforated.

#### 1.12 JOINT COMPOUND

- A. Manufacturing standard: ASTM C-475.

#### 1.14 SPRAY TEXTURE

- A. Manufacturer and brand: U.S. Gypsum Spray Texture Finish, or approved by COR.
- B. Match existing surface texture (Orange Peel).

#### 1.15 OTHER MATERIALS

- A. Made or recommended by gypsum board manufacturer.
- B. Provide all indicated or required for complete installation.

### **PART III EXECUTION**

#### 1.16 EXISTING CONDITIONS

- A. Verify that surfaces to receive gypsum board are accurately located, plumb, square, true, secure, dry and otherwise properly prepared.
- B. Do not start work until conditions are satisfactory.

#### 1.17 PROTECTING WORK OF OTHER SECTIONS

- A. Protect against damage and discoloration caused by work of this section.

#### 1.18 ACOUSTIC SEALANT INSTALLATION

- A. Gun sealant around electrical boxes, pipes, etc., located in or passing through party walls.
- B. Permit no voids for sound passage. Replace any disturbed insulation between in exterior wall.

#### 1.19 GYPSUM BOARD INSTALLATION

- A. Install wallboard horizontally and extend to within 1/4 inch of floor.
- B. Except at corners, place tapered edges together. Do not place butt edges against tapered edges.
- D. Where possible apply boards without butt joints. Where butt joints are necessary, locate as far from wall and ceiling centers as possible and stagger, including joints on opposite face of partitions.
- E. Maintain 3/8 inch minimum distance between fastener and board edge.
- F. Dimple board surface 1/32 inch with fastener, do not fracture face paper.
- G. Secure to framing as follows: At wood wall framing, screws at 7 inches o.c. along each support.
- H. Install Mold-Resistant gypsum board minimum 1'-0" from floor on interior walls of both bathrooms.

#### 1.20 ALLOWABLE INSTALLATION TOLERANCES

- A. Maximum deviation from true plane: 1/8 inch per 10 ft. and 1/16 inch in any running ft.

#### 1.21 JOINT, CORNER AND EDGE TREATMENT

- A. Reinforce inside corners in accordance with manufacturer's instructions.
- B. Except at attic draft stops, fill board joints and fasteners head depressions in accordance with referenced specifications.
- C. Protect external corners and exposed edges with metal trim.

#### 1.22 SURFACE TEXTURE

- A. At surfaces to be painted: spray apply to produce spray texture finish; at walls, light orange peel.
- B. Apply after joints are taped and dry.
- C. Follow manufacturer's instructions.

#### 1.23 GYPSUM BOARD REPAIR

- A. General: After installation and before finishing, correct any surface damage and defects. Leave surfaces clean, uniform and ready for finishing specified in other sections.
- B. Ridging: Sand ridges smooth without cutting joint tape. Fill concave areas on both sides of ridge with compound and finish flush and smooth.
- C. Cracks: Fill with compound and finish flush and smooth.

#### 1.24 OTHER PRODUCT REPAIRING AND CLEANING

- A. Including work of other trades, clean, repair and touch up or replace when directed, products which have been soiled, discolored, or damaged by work of this section.
- B. Leave surface ready for finishing specified in other sections.
- C. Remove debris from project site upon work completion or sooner, if directed.

\*\*\*\* END OF SECTION 09 25 00 \*\*\*\*

**SECTION 09 65 30  
RESILIENT BASE MOLDING**

**PART 1 - GENERAL**

1.01 SUMMARY

- A. This section specifies resilient base molding where new flooring and/or drywall is installed.

1.02 RELATED SECTIONS

1.03 DELIVERY, STORAGE, AND HANDLING

- B. Store all materials at the job site at a minimum temperature of 70 degrees F for not less than 48 hours before installation.

**PART 2 - PRODUCTS**

2.01 MATERIALS

- A. Base.
  - 1. ASTM F1861, Type I or II, Style B, 6 inches high. Supply in rolls.
- B. Adhesive.
  - 1. Waterproof type as recommended by the flooring manufacturer.
- C. Crack Filler.
  - 1. As recommended by the flooring manufacturer.

**PART 3 - EXECUTION**

3.01 INSTALLATION

- A. Follow manufacturer's specifications and recommendations for all installations.
- B. Complete flooring before installing base. Thoroughly bond base to wall with bottom edge in uniform contact with floor surface. Make all joints tight and surfaces aligned. Use no pieces of base less than 48 inches in length.

**PART 4 - MEASUREMENT AND PAYMENT (NOT USED)**

**END OF SECTION 09 65 30**

**SECTION 09 65 50**  
**RESILIENT SHEET FLOORING**

**Part 1 – GENERAL**

1.01 Summary

This section specifies resilient sheet flooring and base where shown on the drawings.

Related Sections: Rubber Base, 09 65 30.

Delivery, Storage, and Handling

Store all materials at the job site at a minimum temperature of 70 degrees F for not less than 48 hours before installation.

**Part 2 – SUBMITTALS**

Submit samples for approval 1 week prior to installation. One color will be selected from a minimum of 8 standard manufacturer's colors.

Submit layout diagram indicating directions and location of seams.

**Part 3 – PRODUCTS**

3.1 Materials:

Sheet Flooring.

Type II, Grade A Vinyl.

Overall thickness 0.080 inch.

Wearing thickness 0.055 inch.

3.2 Base.

ASTM F1861, Type I or II, Style B, 6 inches high. Supply in rolls.

3.3 Adhesive.

Waterproof type as recommended by the flooring manufacturer.

3.4 Crack Filler.

As recommended by the flooring manufacturer.

### 3.5 Metal Edge Strips.

Aluminum, profile similar to Futura Industries or an approved equal.

## **Part 4 – EXECUTION**

### 4.1 Preparation

Fill all cracks, minor holes, crevices and depressions in the underlayment with crack filler and sand smooth.

Size all highly absorptive or newly sanded areas with a 3 pound cut shellac mixed with equal parts of denatured alcohol.

### 4.2 Installation

Follow manufacturer's specifications and recommendations for all installations.

Spread adhesive uniformly with a notched steel trowel or other device recommended by the manufacturer of the adhesive and flooring.

Carefully match the pattern and fuse all joints and seams. Make all seams straight, and aligned square with the room axis. Neatly trim material abutting other work to form a true, clean joint. Where flooring edges are covered by other materials, make cuts sufficiently accurate so that edges are completely concealed.

Roll with a 3 section, 150 pound roller.

Complete flooring before installing base. Thoroughly bond base to wall with bottom edge in uniform contact with floor surface. Make all joints tight and surfaces aligned. Use no pieces of base less than 12 inches in length.

Install metal edge strips wherever flooring terminates with an unprotected edge.

### 4.3 Cleaning and Waxing.

Thoroughly clean all surfaces free of adhesive, soil and stains.

After cleaning, apply 1 coat of paste wax in accordance with manufacturer's directions.

## **Part 5 - MEASUREMENT AND PAYMENT**

(not used)

\*\*\*\*END OF SECTION 09 65 50\*\*\*\*

## DIVISION 9 FINISHES

### CARPETING 09 68 00

#### GENERAL

##### Description

This section specifies carpeting, and installation, showing minimum requirements. Color and texture shall be selected by COR.

##### Submittals

Submit 12"x12" sample of selected carpet.

##### Carpet Trimmings and Overrun

Bundle carpet remnants and store on site in COR designated location. Provide minimum 5% overrun for each color selected.

##### Delivery and Storage

Deliver carpet to job site in weather protective wrapping clearly labeled with manufacturer's name, brand name, size, and related information. Store in a safe, dry, clean, well ventilated area.

#### PRODUCTS

##### Carpet:

Meet or exceed the following criteria. 18"x18" carpet tiles.

Stitches per inch: 9.0

Weave: Textured patterned loop.

Gage: 1/12

Yarn Weight: 20 ounce minimum per square yard.

Pile Fiber: 100% antron III, BFC Nylon/Static Control. Filament.

Pile Height: .109

Flame Spread Rating under 75.

Under 3.5 KVA Anti-Static.

Density: 7260.

PAR (Performance Appearance Rating Walk Test) – Heavy Use, Stain & Fade Resistant

##### Edging

Provide vinyl, tapered edge with 2" minimum anchor flange. Color to be selected by COR.

## **EXECUTION**

### Preparation

Remove oil, dust, and grease spots from substrate. Fill joints, cracks wider than 1/16", and holes to a smooth surface.

### Installation

Fill-in/smooth floor with filling compound to provide smooth substrate.

Remove dust and debris thoroughly from floor before cementing carpet.

Fully cement carpet to substrate with a release type adhesive according to manufacturer's instructions. Lay carpet smooth, flat, and fit to walls, projections, and contours. No small pieces will be allowed around door jambs or other penetrations.

Provide carpet edge guard at exposed edges, anchor guard to substrate.

Make all butt joints tight. Roll carpet lightly to remove air pockets and ensure uniform bond. Promptly remove any adhesive from exposed face of carpet.

### Cleanup and Protection

After installation is complete, remove debris and clean carpet. Remove threads with sharp scissors. Dispose of unusable scraps.

### Manufacturers

Medely by Mohawk.

**\*\*\* END OF SPECIFICATION 09 68 00 \*\*\***

## PART 1: GENERAL

### 1.01 Summary

A. Section Includes: Durable, decorative wall panels with smooth or textured finishes. Mounting hardware, adhesives, accessories and trims.

B. Related Sections:

1. Division 09 Section: Gypsum Board Assemblies.

### 1.02 References

A. General: Standards listed by reference, including revisions by issuing authority, form a part of this specification section to the extent indicated. Standards listed are identified by issuing authority, authority abbreviation, designation number, title or other designation established by issuing authority. Standards subsequently referenced herein are referred to by issuing authority abbreviation and standard designation.

B. ASTM International:

1. ASTM E84 Standard Test Method for Surface Burning Characteristics of Building Materials.
2. ASTM D256 Standard Test Methods for Determining the Izod Pendulum Impact Resistance of Plastics.
3. ASTM D638 Standard Test Method for Tensile Properties of Plastics.
4. ASTM D790 Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials.
5. ASTM D2583 Standard Test Method for Indentation Hardness of Rigid Plastics by Means of a Barcol Impressor.

### 1.03 System Description

A. Performance Requirements: Provide durable, decorative wall panels which have been manufactured and installed to maintain performance criteria stated by manufacturer without defects, damage or failure.

### 1.04 Submittals

- A. General: Submit listed submittals in accordance with Conditions of the Contract and Division 01 34 00 Submittals, Product Data and Samples.
- B. Product Data: Submit manufacturer's product data, storage, handling and preparation requirements and installation instructions.
- C. Samples: Submit selection and verification samples for finishes, colors and textures. Submit 2 samples of each type of panel, trim and fastener.

General: Firm experienced in successful production of wall system similar to

that indicated for the Project. Quality Assurance/Control Submittals: Submit the following:

1. Test Reports: Certified test reports showing compliance with specified performance characteristics and physical properties.
2. Certificates:
  - a. Submit manufacturer's certificate that products meet or exceed specified requirements.
3. Manufacturer's Instructions: Manufacturer's installation instructions.
4. Warranty documents specified herein.

#### 1.05 Quality Assurance

A. Installer Qualifications: Installer shall have a minimum of 3 years experience with composite wall panel work similar in scope and size to this project.

#### Delivery, Storage & Handling

General: Comply with Division 01 Product Requirements Section.

- A. Delivery: Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.
- B. Storage and Protection: Store materials protected from exposure to harmful environmental conditions and at temperature and humidity conditions recommended by the manufacturer.
  1. Store panels indoors.
  2. Lay panels flat. Do not stand panels on edge.
  3. Protect panels from moisture.
  4. Do not store panels in contact with the floor or against an outside wall.
  5. Do not remove protective film from panel surface until after installation (if applicable).
  6. Maintain optimum storage conditions of 60-75 degrees F at 35 - 55% relative humidity. Avoid extremes in temperature and humidity.
- C. Handling: Remove foreign matter from face of panel by using a soft bristle brush, avoiding abrasive action.

#### 1.06 Project/Site Conditions

Environmental Requirements:

1. Install panels between 60 degrees F - 75 degrees F and relative humidity below 55%, ideally at the same conditions as the room's normal operating temperatures after building is occupied.
  2. Provide ventilation to disperse fumes during application of adhesive as recommended by adhesive manufacturer.
- B. Field Measurements: Verify actual measurements/openings by field measurements before fabrication.
1. Wall, ceilings, floors and openings must be level, plumb, straight, in-line and

square

### 1.07 Warranty

- A. Project Warranty: Refer to Conditions of the Contract for project warranty provisions.
- B. Manufacturer's Warranty: Submit, for Owner's acceptance, manufacturer's standard warranty document executed by authorized company official. Manufacturer's warranty is in addition to, and not a limitation of, other rights Owner may have under Contract Documents.
- C. Warranty Period: [2] years commencing on Date of Substantial Completion.
  - 1. Warranty extends to products assembled / installed and used in the manner intended and does not cover damage or failure caused by: misuse, abuse or accidents, exposure to extreme temperature, improper installation, improper maintenance and exposure to water or excessive humidity or excessive moisture.

## PART 2: PRODUCTS

### 2.01 Composite Wall Panels

#### A. Manufacturer: Nudo

- 1. Contact: 1500 Taylor Avenue, Springfield, IL 62703; Telephone: (800) 826-4132, (217) 528-5636; Fax: (217) 528-8722; E-mail: info@nudo.com ; website: www.nudo.com

Proprietary Products/Systems: Composite wall & ceiling panels, including the following: FiberLite: Fiberglass Reinforced Plastic (FRP) panel.

Texture: Smooth

High Pressure Laminate (HPL):

NA Thickness: 0.090"

Fire-Rating Class: [C], [A]

Color: As selected by the COR

Size: 4 feet x 8 feetr.)

Physical  
Properties:

- 1) Flexural Strength (ASTM D790): -- psi.
- 2) Flexural Modulus (ASTM D790): -- psi.
- 3) Tensile Strength (ASTM D638): -- psi.
- 4) Barcol Hardness (ASTM D2583): --
- 5) Izod Impact (ASTM D256): -- ft-lb/in.
- 6) Surface Burning Characteristics (ASTM E84): Class [C], [A].

### 2.02 Product Substitutions

Substitutions: No substitutions permitted.

## 2.03 Accessories

Moldings: Specify coordinating PVC (polyvinyl chloride) molding(s)

## PART 3: EXECUTION

### 3.01 Manufacturer's Instructions

A. Adhesive: Provide panel adhesive as recommended by panel manufacturer.

B. Trim and Seam Treatment:

1. Manufacturer: Acceptable to panel manufacturer.
2. Manufacturer Designation: Corner molding.
3. Material and Color: Color matched acrylic latex caulk.
4. Material and Color: [Aluminum moldings ] [Specify color ]
5. Material and Color: [Standard PVC Moldings ] [Specify color ]

C. Fasteners: Provide appropriate fasteners and accessories as required to properly complete installation.

### 3.03 Preparation

A. Comply with the instructions and recommendations of the durable, decorative wall panel manufacturer.

Site Verification of Conditions: Verify substrate conditions, which have been previously installed under other sections, are acceptable for product installation in accordance with manufacturer's instructions. Verify that site conditions are acceptable for installation of durable, decorative wall panels. Examine back-up surfaces to determine that corners are plumb and straight, surfaces are smooth, uniform, clean and free from foreign matter, nails are countersunk and joints and cracks are filled flush and smooth with the adjoining surface. Do not proceed with installation of durable, decorative wall panels until unacceptable conditions are corrected.

### 3.04 Installation

A. General: Prior to installing panels, remove packaging and allow panels to acclimate to room temperature and humidity for at least 48 hours.

Wall substrate must be dry and free from dirt, dust, grease and other contaminants. Walls must be flat and even. Remove high spots and fill low spots with material acceptable to panel manufacturer.

Remove soluble or loose paint and other foreign matter that might interfere with proper adhesive bond. Painted walls must be prepared to adhesive manufacturer specifications for proper adhesion.

B. General:

Inspect panels for any defects immediately. Do not install panels of unacceptable quality.

Field cutting of all wall systems should be accomplished using a circular saw with fine tooth carbide blade.

Position panel so that the saw blade enters the finished HPL side first to avoid chipping or damage. Protect decorative laminate face of panel by covering work area, do not remove protective will until after installation.

Follow adhesive manufacturer's recommendations for appropriate height of adhesive bead left by trowel and do not allow adhesive to skin over. When interior paneling is on an exterior wall or wet area, provide a barrier sheet and/or follow the adhesive manufacturer's installation recommendations for a secure bond.

c. Installation Using PVC Trims:

1. Start in the corner. Mark plumb line 48 1/8 inches from corner.
2. Apply adhesive directly to entire back of composite wall panel using correct trowel with 100% adhesive coverage using crosshatch pattern. Apply adhesive to within 1/2 inch of all edges of panel.
3. Slide panel into molding and withdraw 1/8 inch for PVC moldings to provide appropriate gap. Align with plumb line.
4. Begin in top corner nearest molding with laminate roller, rolling down and out toward the edge without molding.
5. Continue rolling down and out working across panel away from previously installed panel or initial molding. Remove all trapped air.
6. Install one-piece division bar and caps or next molding by sliding onto panel.
7. Repeat process, working in one direction around room.
8. Immediately remove all adhesive residue. To remove, clean with nonabrasive cotton cloth and warm water. If necessary, use a mild nonabrasive detergent. For cleanup with solvent based adhesives, use mineral spirits or acetone to remove residue.

3.05 Cleaning

A. Clean panel surfaces in compliance with manufacturer's recommendations.

1. Use a clean, damp, nonabrasive cotton cloth and a mild liquid detergent or household cleaner.
2. Rinse with clean water using a clean, nonabrasive cotton cloth.
3. Dry panels with a soft, clean nonabrasive cotton cloth.
4. Do not use cleaners containing acid, alkali or sodium hypochlorite.

3.06 Protection

A. Protect installed work from damage due to subsequent construction activity on the site.

— END OF SECTION 09 77 00—

## **DIVISION 9**

### **PAINTING 09 90 00**

#### **PART I GENERAL**

##### **1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

##### **1.03 SUBMITTALS**

- A. General: Submit the following.
  - 1. Match existing color of room and submit to COR.

##### **1.04 QUALITY ASSURANCE**

- A. Applicator Qualifications: Engage an experienced applicator who has completed painting system applications similar in material and extent to those indicated for the Project that have resulted in a construction record of successful in-service performance.
- B. Single-Source Responsibility: Provide primers and undercoat paint produced by the same manufacturer as the finish coats.
- C. Codes and Standards: Comply with all pertinent codes and regulations.

##### **1.05 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver materials to the job site in the manufacturer's original, unopened packages and containers bearing manufacturer's name and label, and the following information:
  - 1. Product name or title of material.
  - 2. Product description (generic classification or binder type).
  - 3. Manufacturer's stock number and date of manufacture.
  - 4. Contents by volume, for pigment and vehicle constituents.
  - 5. Thinning instructions.
  - 6. Application instructions.
  - 7. Color name and number.
- B. Store materials not in use in tightly covered containers in a well-ventilated area at a minimum ambient temperature of 45 deg F. Maintain containers used in storage in a clean condition, free of foreign materials and residue.

1. Protect from freezing. Keep storage area neat and orderly. Remove oily rags and waste daily. Take necessary measures to ensure that workers and work areas are protected from fire and health hazards resulting from handling, mixing, and application.

#### 1.06 JOB CONDITIONS

- A. Apply water-based paints only when the temperature of surfaces to be painted and surrounding air temperatures are between 50 deg F and 90 deg F.
- B. Apply solvent-thinned paints only when the temperature of surfaces to be painted and surrounding air temperatures are between 45 deg F and 95 deg F.
- C. Do not apply paint when the relative humidity exceeds 85 percent; or at temperatures less than 5 F deg above the dew point; or to damp or wet surfaces.

### **PART II PRODUCTS**

#### 1.07 MANUFACTURERS

- A. Manufacturers: The Paint Schedule at the end of this Section refers to products manufactured by the following manufacturers:
  1. BM - Benjamin Moore
  2. CPC - Columbia Paints
  3. ICI - ICI Dulux Paints
  4. SW - Sherwin-Williams

#### 1.08 PAINT MATERIALS

- A. Material Compatibility: Provide block fillers, primers, undercoats, finish coat materials, and related materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by the manufacturer based on testing and field experience.
- B. Material Quality: Paint material containers not displaying manufacturer's product identification will not be acceptable.
- C. Colors: Match existing paint.

### **PART III EXECUTION**

#### 1.09 EXAMINATION

- A. Examine substrates and conditions under which painting will be performed for compliance with paint application requirements. Surfaces receiving paint must be thoroughly dry before paint is applied.

1. Do not begin to apply paint until unsatisfactory conditions have been corrected.
  2. Start of painting will be interpreted as the Applicator's acceptance of surfaces and conditions within a particular area.
- B. Coordinator of Work: Review other Sections in which primers are provided to ensure compatibility of the total system for various substrates. On request, furnish information on characteristics of finish materials to ensure use of compatible primers.
1. Notify the COR about anticipated problems using the materials specified over substrates primed by others.

#### 1.10 PREPARATION

- A. General: Remove hardware and hardware accessories, plates, machined surfaces, lighting fixtures, and similar items already installed that are not to be painted, or provide surface-applied protection prior to surface preparation and painting. Remove these items, if necessary, to completely paint the items and adjacent surfaces. Following completion of painting operations in each space or area, have items reinstalled by workers skilled in the trades involved.
- B. Cleaning: Before applying paint or other surface treatments, clean the substrates of substances that could impair the bond of the various coatings. Remove oil and grease prior to cleaning. Schedule cleaning and painting so dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.
- D. Surface Preparation: Clean and prepare surfaces to be painted according to the manufacturer's instructions for each particular substrate condition and as specified.
1. Provide barrier coats over incompatible primers or remove and reprime. Notify Contracting Officer in writing about anticipated problems using the specified finish-coat material with substrates primed by others.
    - a. Touch up bare areas and shop-applied prime coats that have been damaged.
- E. Materials Preparation: Carefully mix and prepare paint materials according to manufacturer's directions.
1. Maintain containers used in mixing and applying paint in a clean condition, free of foreign materials and residue.
  2. Stir material before application to produce a mixture of uniform density; stir as required during application. Do not stir surface film into material. Remove film and, if necessary, strain material before using.

3. Use only thinners approved by the paint manufacturer and only within recommended limits.

## 1.11 APPLICATION

- A. General: Apply paint according to manufacturer's directions. Use applicators and techniques best suited for substrate and type of material being applied.
- B. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film.
  1. Paint colors, surface treatments, and finishes are indicated in the schedules.
  2. Provide finish coats that are compatible with primers used.
  3. The number of coats and the film thickness required are the same regardless of the application method. Do not apply succeeding coats until the previous coat has cured as recommended by the manufacturer. Sand between applications where sanding is required to produce a smooth even surface according to the manufacturer's directions.
  4. Apply additional coats if undercoats or other conditions show through final coat of paint until paint film is of uniform finish, color, and appearance. Give special attention to ensure that surfaces, including edges, corners, crevices, welds, and exposed fasteners, receive a dry film thickness equivalent to that of flat surfaces.
  5. The term exposed surfaces includes areas visible when permanent or built-in fixtures, convactor covers, covers for finned tube radiation, grilles, and similar components are in place. Extend coatings in these areas, as required, to maintain the system integrity and provide desired protection.
  6. Paint surfaces behind movable equipment and furniture the same as similar exposed surfaces. Before the final installation of equipment, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
- C. Scheduling Painting: Apply first coat to surfaces that have been cleaned, pretreated, or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.
  1. Allow sufficient time between successive coats to permit proper drying. Do not recoat until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure, and where application of another coat of paint does not cause the undercoat to lift or lose adhesion.

- D. Application Procedures: Apply paints and coatings by brush, roller, spray, or other applicators according to the manufacturer's directions.
  - 1. Brushes: Use brushes best suited for the material applied.
  - 2. Rollers: Use rollers of carpet, velvet back, or high-pile sheep's wool as recommended by the manufacturer for the material and texture required.
  - 3. Spray Equipment: Use airless spray equipment with orifice size as recommended by the manufacturer for the material and texture required.
- E. Minimum Coating Thickness: Apply materials no thinner than the manufacturer's recommended spreading rate. Provide the total dry film thickness of the entire system as recommended by the manufacturer.
- F. Prime Coats: Before applying finish coats, apply a prime coat of material, as recommended by the manufacturer, to material that is required to be painted or finished and that has not been prime-coated by others. Recoat primed and sealed surfaces where evidence of suction spots or unsealed areas in first coat appears, to ensure a finish coat with no burn-through or other defects due to insufficient sealing.
- G. Pigmented (Opaque) Finishes: Completely cover to provide a smooth, opaque surface of uniform finish, color, appearance, and coverage. Cloudiness, spotting, holidays, laps, brush marks runs, sags, ropiness, or other surface imperfections will not be acceptable.
- J. Completed Work: Match approved samples for color, texture, and coverage. Remove, refinish, or repaint work not complying with specified requirements.

#### 1.12 CLEANING

- A. Cleanup: At the end of each work day, remove empty cans, rags, rubbish, and other discarded paint materials from the site.
  - 1. After completing painting, clean glass and paint-spattered surfaces. Remove spattered paint by washing and scraping. Be careful not to scratch or damage adjacent finished surfaces.

#### 1.13 PROTECTION

- A. Protect work of other trades, whether being painted or not, against damage by painting. Correct damage by cleaning, repairing or replacing, and repainting, as acceptable to CO.
- B. Provide "Wet Paint" signs to protect newly painted finishes. Remove temporary protective wrappings provided by others to protect their work after completing painting operations.
  - 1. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surface.

## 1.15 INTERIOR PAINT SCHEDULE

A. Gypsum Board, type 4 finish: Match existing finish. Finish - Waterborne system

Primer: (On new Gypsum Board)

B-M Moorcraft Primer #284

CPC 02-728PP Interior Latex Primer

ICI 50801 Wonder-Cote Interior Latex Enamel Undercoater

S-W PrepRite 200 Interior Latex Primer, B28W200

Cover Coat:

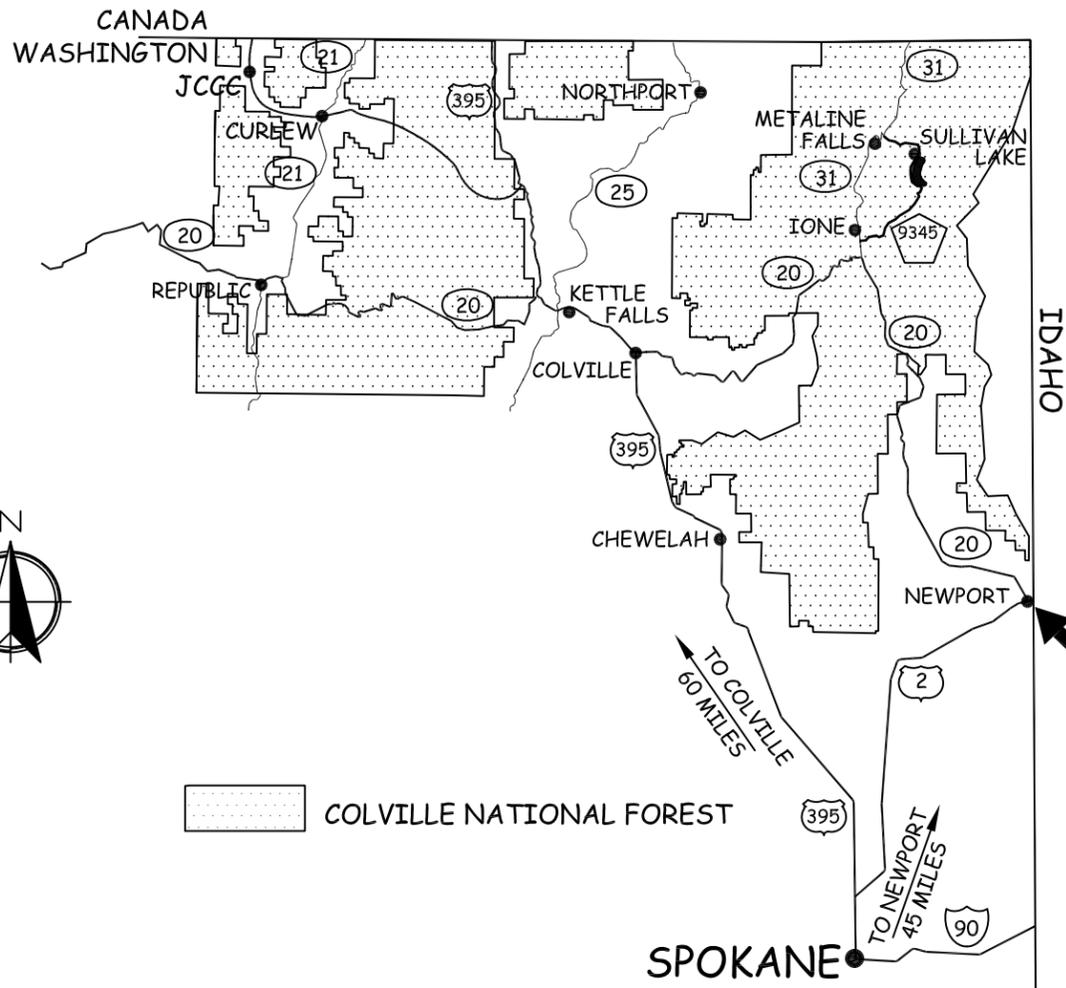
B-M Moorcraft Latex Eggshell Enamel #286

CPC 02-255 WB Latex Eg Shell

ICI 142-XXXX Ultra-Hide Latex Eg-Shell Wall and Trim Enamel

S-W ProMar 200 Latex Eg-Shell, B20W200 Series

**\*\*\*\* END OF SECTION 09 90 00 \*\*\*\***



VICINITY MAP  
NTS



UNITED STATES DEPARTMENT OF AGRICULTURE  
FOREST SERVICE - REGION SIX  
COLVILLE NATIONAL FOREST



DRAWINGS FOR PROPOSED

# BUILDING #2212 WATER DAMAGE REPAIR

PROJECT

DRAWING INDEX

- AS-1 VICINITY MAP
- AS-2 SITE PLAN
- A-1 FLOOR PLAN



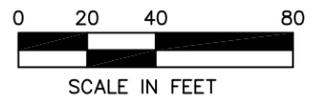
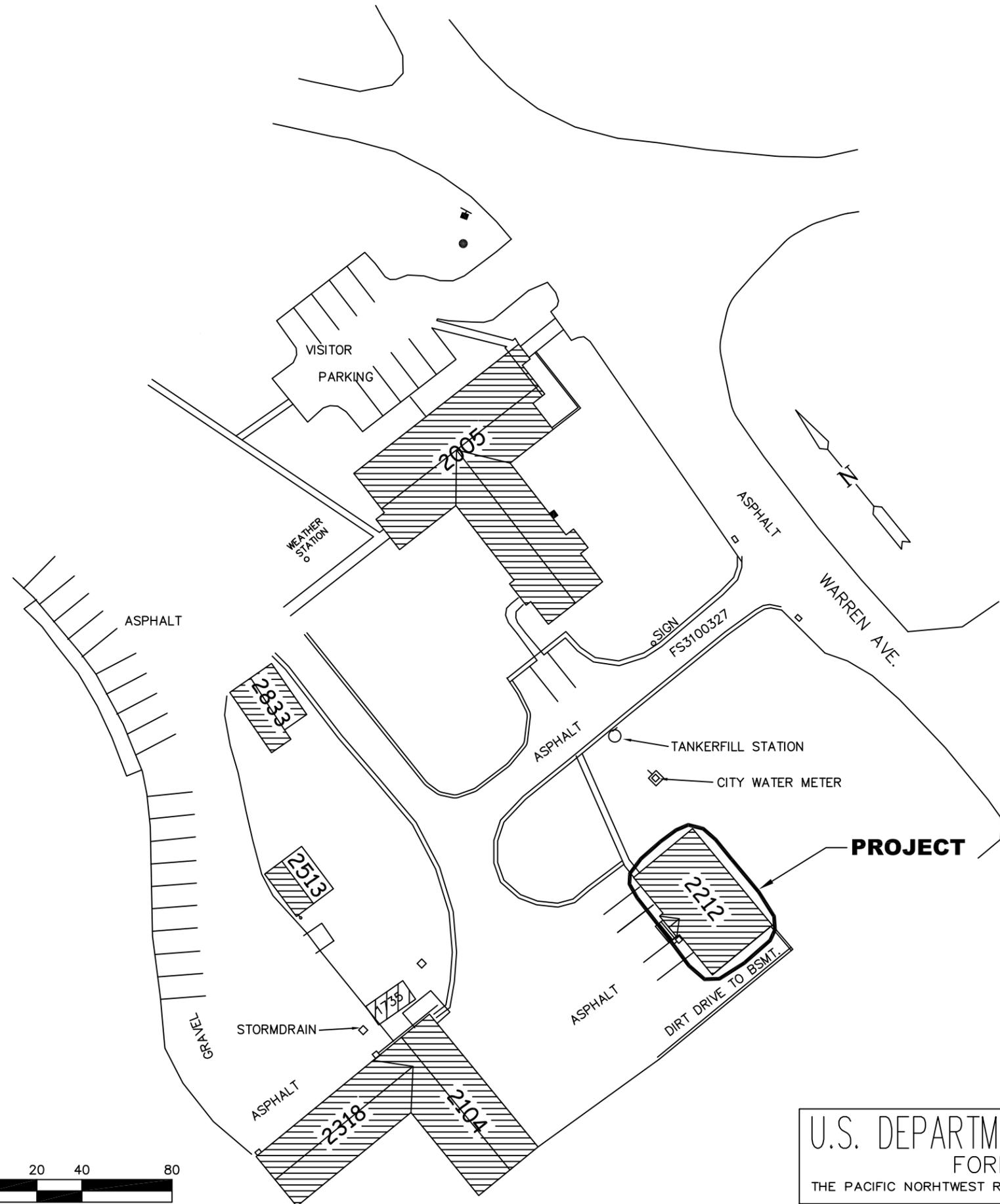
U.S. DEPARTMENT OF AGRICULTURE  
FOREST SERVICE  
COLVILLE NATIONAL FOREST  
RANGER DISTRICT

APPROVED BY: \_\_\_\_\_  
FOREST ENGINEER \_\_\_\_\_ Date \_\_\_\_\_  
DISTRICT RANGER \_\_\_\_\_

DESIGNED \_\_\_\_\_  
DRAWN P.BYRD \_\_\_\_\_  
CHECKED K.BOX \_\_\_\_\_

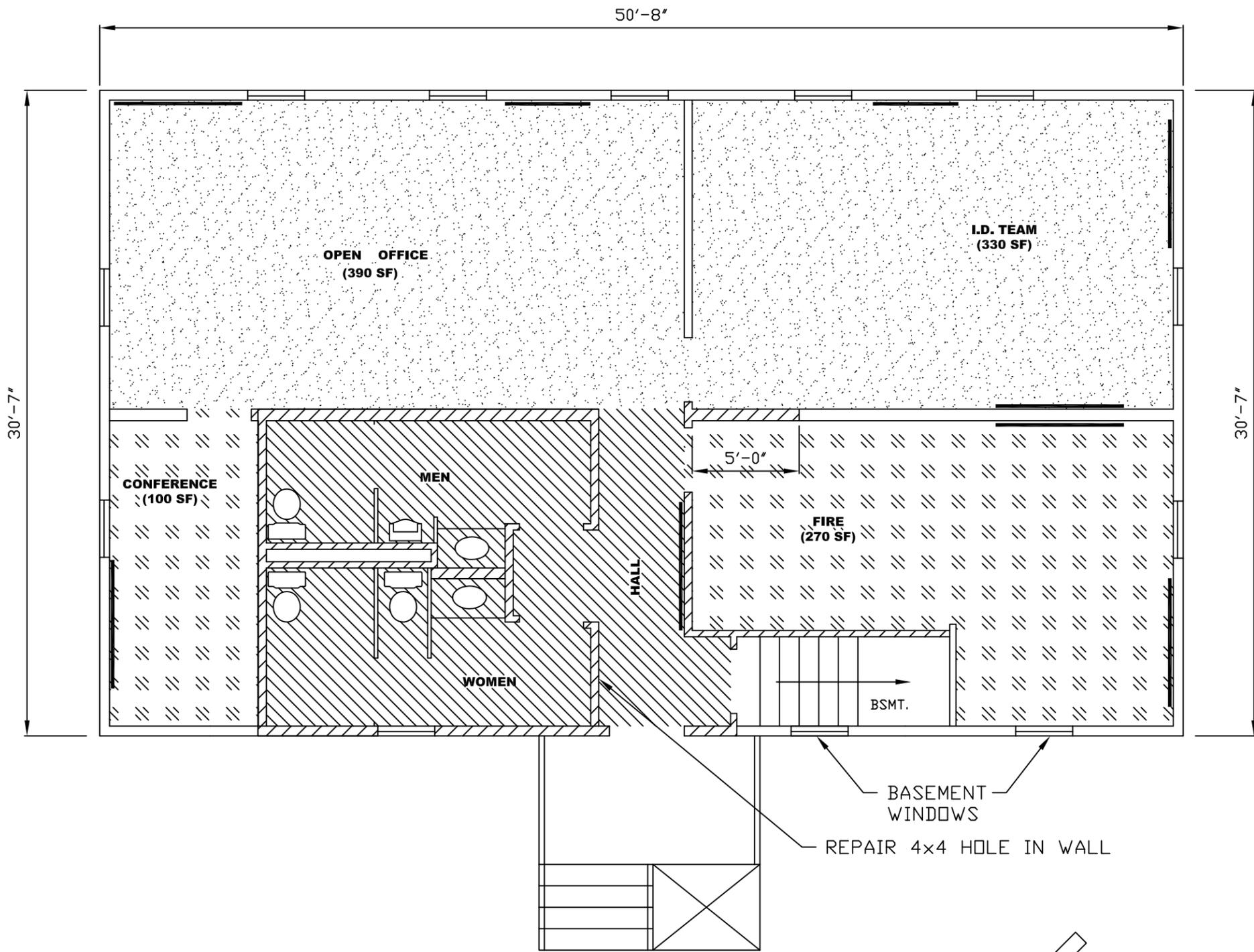
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PROJECT TITLE BUILDING #2212 WATER  
DAMAGE REPAIR

DWG SHEET AS-1  
OF 3

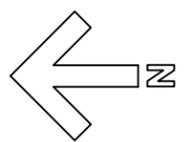


SITE PLAN ①  
NO SCALE AS-2

U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE THE PACIFIC NORTHWEST REGION COLVILLE NATIONAL FOREST		BUILDING #2212 WATER DAMAGE REPAIR NEWPORT R.D. NEWPORT, WA	
FOREST ENGINEER _____ DISTRICT RANGER _____	DRAWN <u>P.BYRD</u> DATE: <u>3/16</u> DESIGNED _____ DATE: _____ CHECKED _____ DATE: _____ SUBMITTED _____ DATE: _____	SITE PLAN	SHT. AS-2 OF 3



FLOOR PLAN  
N.T.S.



LEGEND

- EXIST. DRYWALL TO REMAIN
- REMOVE WATER DAMAGED DRYWALL (APPROX. 1'-0" ABOVE FLOOR); BOTH SIDES OF WALL; AND WAINSCOT, INSTALL NEW DRYWALL, FINISH TO MATCH EXISTING; WAINSCOT
- EXISTING BASEBOARD HEATER
- BASE ITEM 01
- OPTION ITEM 01
- OPTION ITEM 02

REQUIRED WORK

1. DEMOLITION  
REMOVE WAINSCOT, VINYL FLOORING, RUBBER BASE, CARPET, AND WATER DAMAGED DRYWALL.
2. MEN'S/WOMEN'S BATH  
INSTALL NEW VINYL FLOORING, WAINSCOT, RUBBER BASE, AND DRYWALL. TREAT FOR MOLD, LET DRY COMPLETELY BEFORE INSTALLING NEW.
3. CONFERENCE ROOM  
INSTALL NEW CARPET, DRYWALL, AND RUBBER BASE; PAINT TO MATCH. TREAT FOR MOLD, LET DRY COMPLETELY BEFORE INSTALLING NEW.
4. HALL  
INSTALL NEW VINYL FLOORING, DRYWALL, AND RUBBER BASE; PAINT TO MATCH. TREAT FOR MOLD, LET DRY COMPLETELY BEFORE INSTALLING NEW. REPAIR HOLE IN WALL BEHIND FRONT DOOR.
5. FIRE  
INSTALL NEW CARPET, DRYWALL, AND RUBBER BASE; PAINT TO MATCH. TREAT FOR MOLD, LET DRY COMPLETELY BEFORE INSTALLING NEW.
6. OPEN OFFICE, I.D. TEAM  
INSTALL NEW CARPET, DRYWALL, AND RUBBER BASE; PAINT TO MATCH. TREAT FOR MOLD, LET DRY COMPLETELY BEFORE INSTALLING NEW.
7. BASEMENT WINDOWS (2)  
REMOVE INSULATION, CLEAN AND TREAT FOR MOLD.

NOTE: REPLACE ALL DRYWALL 1'-0" UP FROM FLOOR. (APPROX. 110 LF)

U.S. DEPARTMENT OF AGRICULTURE  
FOREST SERVICE

THE PACIFIC NORTHWEST REGION COLVILLE NATIONAL FOREST

BLDG. #2212 WATER  
DAMAGE REPAIR  
NEWPORT R.D.  
NEWPORT, WA

FOREST ENGINEER _____	DRAWN P.BYRD _____	DATE: 3/16
FOREST SUPVR. _____	DESIGNED _____	DATE: _____
DISTRICT RANGER _____	CHECKED K.BOX _____	DATE: 3/16
	SUBMITTED _____	DATE: _____

FLOOR PLAN

SHT. A-1  
OF 3

General Decision Number: WA160062 07/08/2016 WA62

Superseded General Decision Number: WA20150062

State: Washington

Construction Type: Building

County: Pend Oreille County in Washington.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016
1	02/19/2016
2	03/25/2016
3	07/08/2016

BRWA0003-002 06/01/2015

	Rates	Fringes
BRICKLAYER.....	\$ 28.82	14.60

BRWA0003-009 06/01/2014

	Rates	Fringes
TILE SETTER.....	\$ 22.00	11.85

CARP0001-013 06/01/2015

	Rates	Fringes
CARPENTER (Including Drywall Hanging and Form Work).....	\$ 27.61	14.00

ZONE PAY:

ZONE 1	0-40 MILES	FREE
ZONE 2	41-65 MILES	\$2.25/PER HOUR
ZONE 3	66-100 MILES	\$3.25/PER HOUR
ZONE 4	OVER 100 MILES	\$4.75/PER HOUR

DISPATCH POINTS:

CARPENTERS/MILLWRIGHTS: PASCO (515 N. Neel Street) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS: SPOKANE (127 E. AUGUSTA AVE.) or Main Post Office

of established residence of employee (Whichever is closest to the worksite).

CARPENTERS: WENATCHEE (27 N. CHELAN) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS: COEUR D' ALENE (1839 N. GOVERNMENT WAY) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS: MOSCOW (302 N. JACKSON) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

HAZMAT PROJECTS:

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

LEVEL D+ \$.25 per hour - This is the lowest level of protection. No respirator is used and skin protection is minimal.

LEVEL C+ \$.50 per hour - This level uses an air purifying respirator or additional protective clothing.

LEVEL B+ \$.75 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical "splash suit."

LEVEL A+ \$1.00 per hour - This level utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line.

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ELEC0073-004 07/01/2015

	Rates	Fringes
ELECTRICIAN.....	\$ 31.00	16.68

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ENGI0370-019 06/01/2015

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 26.16	13.55
GROUP 2.....	\$ 26.48	13.55
GROUP 3.....	\$ 27.09	13.55
GROUP 4.....	\$ 27.25	13.55
GROUP 5.....	\$ 27.41	13.55
GROUP 6.....	\$ 27.69	13.55
GROUP 7.....	\$ 27.96	13.55
GROUP 8.....	\$ 29.06	13.55

ZONE DIFFERENTIAL (Add to Zone 1 rate): Zone 2 - \$2.00

Zone 1: Within 45 mile radius of Spokane, Pasco, Washington; Lewiston, Idaho

Zone 2: Outside 45 mile radius of Spokane, Pasco, Washington; Lewiston, Idaho

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Rollers, all types on subgrade, including seal and chip coatings

GROUP 2: Fork Lift

GROUP 3: Bulldozer (up to D-6 or equivalent)

GROUP 4: Loaders (overhead & front-end, under 4 yds. R/T)

GROUP 5: Backhoe (Under 45,000 gw); Trackhoe/Excavator (under 3/4 yd.)

GROUP 6: Asphalt Roller; Backhoe (45,000 gw and over to 110,000 gw); Trackhoe/Excavator (3/4 yd. to 3 yd.); Bulldozer, 834 R/T & similar; Loader Operator (front-end & overhead, 4 yds. incl. 8 yds.); Mechanic

GROUP 7: Backhoe (Over 110,000); Trackhoe/Excavator (3 yds & over) Loaders (overhead & front-end, over 8 yds. to 10 yds.)

GROUP 8: Loaders (overhead and front-end, 10 yards and over)

HAZMAT:

Anyone working on HAZMAT jobs, working with supplied air shall receive \$1.00 an hour above classification.

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IRON0014-012 07/01/2015

	Rates	Fringes
IRONWORKER (Ornamental, Reinforcing and Structural).....	\$ 32.76	23.19

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LAB00238-007 06/01/2013

	Rates	Fringes
Laborer, Mason Tender Brick.....	\$ 24.10	10.65

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LAB00238-008 06/01/2013

	Rates	Fringes
LABORER (Spokane)		
GROUP 3.....	\$ 24.07	10.65
GROUP 4.....	\$ 24.34	10.65

Zone Differential (Add to Zone 1 rates): Zone 2 - \$2.00

BASE POINTS: Spokane, Pasco, Lewiston

Zone 1: 0-45 radius miles from the main post office.  
Zone 2: 45 radius miles and over from the main post office

LABORERS CLASSIFICATIONS

GROUP 3: Mason Tender-Cement/Concrete; Pipelayer

GROUP 4: Grade Checker

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PAIN0005-035 07/01/2015

	Rates	Fringes
PAINTER (Brush, Roller and Spray).....	\$ 23.05	10.85

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PAIN0054-001 06/01/2008

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 22.78	8.88

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PAIN0054-004 10/01/2005

	Rates	Fringes
FLOOR LAYER: Carpet and Vinyl....	\$ 15.50	4.22

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PLAS0072-008 06/01/2015

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 27.01	12.59

Zone Differential (Add to Zone 1 rates): Zone 2 - \$2.00

BASE POINTS: Spokane, Pasco, Lewiston, Wenatchee

Zone 1: 0 - 45 radius miles from the main post office

Zone 2: 45 radius miles from the main post office

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\* PLUM0044-012 06/01/2016

	Rates	Fringes
PIPEFITTER.....	\$ 38.41	17.74

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ROOF0189-001 07/01/2015

	Rates	Fringes
ROOFER (Includes Roof Tear Off, Waterproofing, and Installation of Metal Roofs).....	\$ 25.97	10.48

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SFWA0699-005 01/01/2016

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 30.70	20.65

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SHEE0066-029 08/01/2013

	Rates	Fringes
SHEETMETAL WORKER (Including HVAC Duct Work).....	\$ 28.25	17.22

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SUWA2002-017 06/18/2009

	Rates	Fringes
LABORER: Common or General.....	\$ 16.91	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 27.94	0.00
OPERATOR: Crane.....	\$ 25.53	0.00
PIPE INSULATOR/WRAPPER.....	\$ 24.21	4.07
PLUMBER.....	\$ 35.00	0.00
TRUCK DRIVER, Includes Dump Truck.....	\$ 23.50	6.87

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

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

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

Union Rate Identifiers

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

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and

the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

#### Union Average Rate Identifiers

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

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION