

<b>REQUEST FOR QUOTATION</b> (THIS IS NOT AN ORDER)			THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET ASIDE		PAGE OF PAGES 1 OF 66
1. REQUEST NO. AG-05K3-S-14-0053	2. DATE ISSUED 08/15/2014	3. REQUISITION/PURCHASE REQUEST NO. See Schedule		4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
5a. ISSUED BY GIFFORD PINCHOT NATIONAL FOREST 10600 NE 51ST CIRCLE VANCOUVER WA 98682			6. DELIVERY BY (Date) Multiple		
5b. FOR INFORMATION CALL: (No collect calls)			7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)		
NAME STEVENNE FULLER			9. DESTINATION		
TELEPHONE NUMBER AREA CODE 360 NUMBER 891-5085			a. NAME OF CONSIGNEE		
8. TO: a. NAME b. COMPANY			b. STREET ADDRESS		
c. STREET ADDRESS			c. CITY		
d. CITY		e. STATE	f. ZIP CODE	d. STATE	e. ZIP CODE
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date) 08/29/2014 1200 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	Replace Leaking Septic Tank  Replace Leaking Septic Tank Requisition No: 702616  Delivery: 45 Days after Notice To Proceed Delivery Location Code: 0E22 MOUNT ST HELENS NATIONAL VOLCANIC 42218 NE YALE BRIDGE ROAD AMBOY WA 98601 US FOB: Destination				
002	MSHNVM Dosing Tank Repalcement Continued ...				

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

**SECTION B – SUPPLIES OR SERVICES AND PRICES**  
(Detailed List of Payment Items, Quantities, Units, Unit Prices and Amounts)

**MSHNVM Dosing Tank Replacement**

Mt. St. Helens National Volcanic Monument  
Gifford Pinchot National Forest  
Clark County, Washington

**B- 1 - SCHEDULE OF ITEMS**

ITEM NO.	DESCRIPTION	PAY UNIT	EST. QTY.	UNIT PRICE	TOTAL PRICE
<b><u>Base Bid Items:</u></b>					
00001	Mobilization	Lump Sum	ALL	\$_____	\$_____
43006	Full Depth Patch hot asphalt concrete mixture	Lump Sum	ALL	\$_____	\$_____
33 36 13 -1	Excavate, remove, replace and reconnect concrete dosing tank and associated utilities	Each	1	\$_____	\$_____
TOTAL – BASE BID ITEMS					\$_____

## **SECTION C – DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

### **C.1 DESCRIPTION OF WORK**

This work consists of removing asphalt pavement, excavation and removal of the existing dosing tank, installation of a new tank including riser and lid designed for supporting vehicular traffic, reconnection or reconfiguration of all the piping, conduit, floats and wiring necessary to maintain original design function, along with patching of asphalt paving.

The existing dosing chamber collects the effluent from the adjacent septic tank which serves shop facility Buildings 1 and 2. Two effluent pumps, located in Building 1, draw from the dosing chamber through individual 3” suction lines and pump out through a 3” force main to the drainfield. Internal inspections of the existing dosing chamber has revealed multiple leaks, allowing groundwater to enter the dosing chamber.

The intent of this contract is to remove the existing dosing chamber, replace with an equivalent sized chamber and reconnect all existing utilities. The known connections include an effluent inlet from the septic tank, two suction intakes to effluent pumps, a conduit and junction box connecting float switches and premise wiring, a vent line from the pump vault and a drain from the pump vault. In addition to these connections any unknown but necessary connections discovered in removal of the existing tank must be replaced during installation of the new tank.

The tank is located under a roadway so the replacement tank, riser and lid must be rated for HS-20 loading. All replacement piping or conduit must be of identical size and material as the original being replaced.

### **C.2 LOCATION**

This work is located at the Mount St. Helens National Volcanic Monument MSHNVM Headquarters at 42218 NE Yale Bridge Rd. Amboy, WA 98601. To reach the project location, follow WA-503 approximately 23 miles north and east of Vancouver, WA.

### **C.3 PRICE RANGE**

The Government’s estimate is less than \$25,000

### **C.4 PROSECUTION OF WORK**

1. The Contractor shall conduct activities such that interference with the public is kept to a minimum.
2. The Contractor shall obtain a “Tank O Permit” from the Clark County Department of Health and coordinate all county required inspections. Any required permit fees shall be paid by the contractor.

3. The Contractor shall submit a schedule of work to the COR and coordinate with the Forest Service prior to starting any work on the project.
4. The Contractor shall use measures and precautions necessary to warn and protect the public, contractor employees and Government personnel during work at the project site. Such actions include, but are not limited to, furnishing and maintaining barricades and signs around the work site and roping off the area. Contractor is responsible for complying with all state and federal worksite safety requirements.
5. The Contractor shall take necessary precautions to avoid damage to cultural/historical artifacts if encountered at the structure site during operations. The Contractor shall immediately notify the Forest Service of any artifacts encountered and shall suspend operations in the area of the artifacts until a full investigation has been performed. Please refer to the attached document; "INADVERTENT DISCOVERY PLAN FOR ARCHAEOLOGICAL RESOURCES AND HUMAN REMAINS".

#### **C.5 USE OF PREMISES**

1. The Contractor may use Government designated areas near the construction site for staging and storage of equipment and materials. The staging and storage area will be coordinated with the COR.
2. The Contractor shall: (i) provide and maintain sanitation facilities for the work force at the site and (ii) dispose of solid waste in accordance with applicable Federal, State, and local regulations. (AGAR 452.236-72, November 1996)
3. The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer. (Cleaning Up, FAR 52.236-12, April 1984)

#### **C.6 MATERIALS AND SPECIFICATIONS**

All materials must conform to the drawings and according to the Specifications including those attached and listed below, and all associated specifications included by reference. Any conflict between the any of the specifications and/or the drawings should be brought to the attention of the Contracting Officer.

Specifications Included by Reference:

1. STANDARD SPECIFICATIONS FOR CONSTRUCTION OF ROADS AND BRIDGES ON FEDERAL HIGHWAY PROJECTS, FP-03 US CUSTOMARY UNITS.

Specifications Attached:

1. CSI Specifications  
 31 23 16      Structure Excavation and Backfill  
 33 36 13      Septic Tank Removal and Installation
  
2. FSSS Supplementals to FP-03 Specifications  
 430-Asphalt Paving

All materials used in this project must meet the requirements of WAC 246-272A and C. Specifically the septic tank must be registered with the State of Washington Department of Health. The list of registered tanks is located at

[www.doh.wa.gov/Portals/1/Documents/Pubs/337-046.pdf](http://www.doh.wa.gov/Portals/1/Documents/Pubs/337-046.pdf)

To insure that a registered tank of sufficient capacity was locally available the Government has determined that Sound Placement Services in Castle Rock, WA makes a 2700 gallon traffic rated tank which is available with appropriate connectors meeting the specification requirements. (Note that additional cast in place connectors will be required to accommodate suction lines and pump vault drain line. Riser and lid location will also differ from standard to match existing tank.) This information is provided for informational purposes only and contractor may propose any tank registered with Washington Department of Health which meets the specifications and functional requirements.

**C.7 SUBMITTALS**

The following drawings, plans, details, specifications, designs, certificates, test reports, samples and test data shall be submitted on this project. See table below for details regarding number of copies required and time for government approval after submittal. Refer to AGAR section 452.236-76 for more information regarding timely submittal and approval by Contracting Officer. Work shall not begin on any portion of the work incorporating material covered in a submittal until it has been approved.

Title	Number of Copies to Submit	Time of Government Approval After Submittal
Proposed Progress Schedule	1	N/A
Designation of Representative R6-FS-6300-6	1	N/A
Dosing Tank shop drawings and evidence of Washington State Registration	1	14

Cut sheets detailing all pipe, fittings, conduit, junction boxes, and connectors to be used	2	14
Proposed Hot Mix Asphalt design mix	1	7
As-Built Drawings showing all replaced components and connections to existing infrastructure	1	7

**C.8 BIO-PREFERRED**

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., biobased greases, biobased hydraulic fluids, biobased absorbents) 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 (CO).

The following are examples of products that may be used in this contract 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.

- Hydraulic fluids
- Absorbents
- Greases
- Multipurpose Lubricants
- Penetrating lubricants

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 shall provide data for their biobased products such as biobased content.

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 biobased products.

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.

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.

## **C.9 CONTACTS**

For questions related to this contract or to arrange a site visit contact the Mt. St. Helens

National Volcanic Monument Engineer

Heath Cameron

Phone: 360-449-7813

Fax: 360-449-7801

Email: [hcameron@fs.fed.us](mailto:hcameron@fs.fed.us)

**SECTION D – PACKAGING AND MARKING**

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

**SECTION E – INSPECTION AND ACCEPTANCE**

**E.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2)(FEB 1998)**

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

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

- 52.246-1 Contractor Inspection Requirements (APR 1984)
- 52.246-12 Inspection of Construction (AUG 1996)

## SECTION F - DELIVERIES AND PERFORMANCE

### F.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2)(FEB 1998)

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

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

52.242-14 Suspension of Work (APR 1984)

### F.2 FAR 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 5 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 45 calendar days after the date the Contractor receives the Notice to Proceed. The time stated for completion shall include final cleanup of the premises.

### F.3 MAXIMUM WORKWEEK – CONSTRUCTION SCHEDULE (AGAR 452.236-75) (NOV 1996)

Within 0 working days after receipt of the notice to proceed, the Contractor must submit the following information in writing for approval:

(a) A schedule as required by FAR clause 52.236-15, Schedules for Construction Contracts, and

(b) The hours (including the daily starting and stopping times) and days of the week the Contractor proposed to carry out the work.

The maximum workweek that will be approved is Monday through Friday, 7:00 a.m. to 6:00 p.m.

**Submit the Project Work Schedule at the post-award conference.**

## SECTION G-CONTRACT ADMINISTRATION DATA

### G.1 GOVERNMENT FURNISHED PROPERTY

The Government will provide the following item(s) of Government property to the Contractor for use in the performance of this contract. This property shall be used and maintained by the Contractor in accordance with the provisions of the "Government Property" FAR clause contained elsewhere in the contract.

Item No.	Description	Quantity	Delivery Date
NA	NONE		

### G.2 DESIGNATION OF CONTRACTING OFFICERS REPRESENTATIVE

The Contracting Officer will designate a Contracting Officer's Representative (COR) at the time of contract award.

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

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

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

### G.3 PROJECT INSPECTORS

The COR may designate project inspectors to secure compliance with the terms and conditions of the contract.

**SECTION H-SPECIAL CONTRACT REQUIREMENTS**

**H.1 AVAILABILITY AND USE OF UTILITY SERVICES (FAR 52.236-14)**

(a) The Government shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the Government or, where the utility is produced by the Government, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

<u>Utilities Available</u>	<u>Rate of Charge</u>	<u>Restrictions of Use</u>
Water	None	Reasonable
120V Electricity	None	Reasonable

**H.2 LANDSCAPE PRESERVATION**

(a) The Contractor shall not remove, deface, injure, or destroy trees, shrubs, lawn, or natural features not designated for treatment. The Contractor shall confine operations to within the clearing limits or other areas designated by the COR, and prevent the depositing of rocks, excavated materials, stumps, or other debris outside of these limits. Material which falls outside of these limits shall be retrieved, disposed of, or incorporated in the work as directed by the Contracting Officer.

(b) Prevention of Oil Spills. If the Contractor maintains storage facilities for oil or oil products on site, appropriate preventive measures shall be taken to insure that any spill of such oil or oil products does not enter any stream or other waters of the United States or any of the individual states. If a spill of petroleum product should occur in water, the Contractor shall immediately notify the CO/COR.

Servicing of all equipment shall be done only in the areas approved by the Contracting Officer. If the total oil or oil products storage exceeds 1320 gallons or if any single container exceeds a capacity of 660 gallons, the Contractor shall prepare a Spill Prevention Control and Countermeasures (SPCC) Plan. Such plan shall meet applicable EPA requirements (40 CFR 112) including certification by a registered professional engineer.

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

(c) No objectionable material shall be allowed to enter any stream, river, lake, or other body of water. Material which falls in these areas shall be retrieved and disposed of, or incorporated in the work as directed by the Contracting Officer, and damage to vegetation or structures outside

the project limits shall be repaired as directed by the Contracting Officer.

(d) The Contractor shall not operate equipment or otherwise disturb the natural vegetation and soil beyond the areas specified in the plans.

### **H.3 EMERGENCY CONTROL**

(USDA 452.236-77) (JUL 1985)

(a) Maintenance of Existing Facilities:

The Contractor shall conduct operations to minimize disruptions to the Government employees and public using the existing facilities.

No planned disruption of utilities is anticipated.

### **H.4 PRODUCT SUBSTITUTION**

Any modification of items, designs, materials, products or equipment (including Government-Furnished property), made necessary because of a substitution, will be the responsibility of the Contractor without adjustment in contract price or time. The Contracting Officer's approval of any substitute will not affect the Contractor's responsibility for such modification. Any and all substitutions will be requested by the Contractor after award of the contract has been made.

No approvals will be made prior to award.

### **H.5 FINAL CLEANUP**

Contractor shall remove and dispose all of its own trash and refuse from the contract area. This cleanup is a subsidiary item for which no special payment will be made. All debris shall be disposed of off National Forest Land and in accordance with State and Local disposal requirements.

## PART II – CONTRACT CLAUSES

### SECTION I – CONTRACT CLAUSES

#### I.1 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.

#### 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)
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment AUG 2013)
52.211-18	Variation in Estimated Quantity (APR 1984)
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 Requirements and Related Regulations (MAY 2014)
52.222-14	Disputes Concerning Labor Standards (FEB 1988)
52.222-15	Certification of Eligibility (MAY 2014)
52.222-21	Prohibition of Segregated Facilities (FEB 1999)
52.222-26	Equal Opportunity (MAR 2007)
52.222-27	Affirmative Action Compliance Requirements for Construction (FEB 1999)
52.222-36	Affirmative Action for Workers with Disabilities (OCT 2010)
52.222-50	Combating Trafficking in Persons (FEB 2009)
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)
52.223-6	Drug-Free Workplace (MAY 2001)
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)

52.232-5	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 (JMAY 2014)
52.233-3	Protest After Award (AUG 1996)
52.233-4	Applicable Law for Breach of Contract Claim (OCT 2004)
52.236-2	Differing Site Conditions (APR 1984)
52.236-3	Site Investigation and Conditions Affecting the Work (APR 1984)
52.236-5	Material and Workmanship (APR 1984)
52.236-6	Superintendence by the Contractor (APR 1984)
52.236-7	Permits and Responsibilities (NOV 1991)
52.236-8	Other Contracts (APR 1984)
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (APR 1984)
52.236-10	Operations and Storage Areas (APR 1984)
52.236-11	Use and Possession Prior to Completion (APR 1984)
52.236-12	Cleaning Up (APR 1984)
52.236-13	Accident Prevention (NOV 1991)
	Alternate I (NOV 1991)
52.236-15	Schedules for Construction Contracts (APR 1984)
52.236-17	Layout of Work (APR 1984)
52.243-5	Changes and Changed Conditions (APR 1984)
52.244-6	Subcontracts for Commercial Items (MAY 2014)
52.246-21	Warranty of Construction (MAR 1994)
52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form) (APR 1984)
52.249-10	Default (Fixed-Price Construction) (APR 1984)
52.253-1	Computer Generated Forms (JAN 1991)

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

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

## **I.2 FAR 52.215-8 ORDER OF PRECEDENCE – UNIFORM CONTRACT FORMAT (OCT 1997)**

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

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

## **I.3 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 an article, material, or supply incorporated directly into a construction material.

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

“Cost of components” means—

(3) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

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

“Domestic construction material” means—

(1) An unmanufactured construction material mined or produced in the United States;

(2) A construction material manufactured in the United States, if—

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

(ii) The construction material is a COTS item.

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

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

(b) Domestic preference.

(1) This clause implements [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 materials or components listed by the Government as follows:

None

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

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American 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 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			
Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
<i>Item 1:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
 <i>Item 2:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material			

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

*[Include other applicable supporting information.]*

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

**I-4 AGAR 452.209-71 ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE APPLICANTS (FEB 2012)(ALTERNATE 1) (FEB 2012)**

(a) This award is subject to the provisions contained in sections 433 and 434 of the Consolidated Appropriations Act, 2012 (P.L. No. 112-74), Division E, as amended and/or subsequently enacted 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.

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

**SECTION J – LIST OF ATTACHMENTS**

**J.1 LIST OF ATTACHMENTS (USDA 452.252-70) (JUL 1985)**

<b>Title</b>	<b>Pages</b>
1. Project Location Map	1
2. Specifications	11
3. Past Performance	1
4. Fire Plan	9
5. Wage Determination	10

## PART IV – REPRESENTATIONS AND INSTRUCTIONS

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

#### **K-1 AGAR 452.219-70 SIZE STANDARD AND NAICS CODE INFORMATION (SEP 2001)**

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

Contract line item(s):	<u>All Items</u>
--NAICS Code	<u>238910</u>
--Size Standard	<u>\$15.0 million</u>

#### **K.2 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2014)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 238910.

(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.

(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. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

(vi) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) [52.214-14](#), Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) [52.219-1](#), Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) [52.222-22](#), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26](#), Equal Opportunity.

(xii) [52.222-25](#), Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at [52.222-26](#), Equal Opportunity.

(xiii) [52.222-38](#), Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) [52.223-1](#), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at [52.223-2](#), Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) [52.223-4](#), Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xvi) [52.225-2](#), Buy American Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).

(xvii) [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 \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

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

(xxi) [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

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

\_\_\_ (i) [52.219-22](#), Small Disadvantaged Business Status.

\_\_\_ (A) Basic.

\_\_\_ (B) Alternate I.

\_\_\_ (ii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.

\_\_\_ (iii) [52.222-48](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.

\_\_ (iv) [52.222-52](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

\_\_ (v) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).

\_\_ (vi) [52.227-6](#), Royalty Information.

\_\_ (A) Basic.

\_\_ (B) Alternate I.

\_\_ (vii) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the 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 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.

**K 3 AGAR 452.209 – 70 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION (DEVIATION 2012-01) (FEB 2012) (ALTERNATE 1) (FEB 2012)**

(a.) Awards made under this solicitation are subject to the provisions contained in sections 433 and 434 in the Consolidated Appropriations Act, 2012 (P.L. No. 112-74), Division E, as amended and/or subsequently enacted, regarding corporate felony convictions and corporate federal tax delinquencies. To comply with these provisions, all offerors must complete paragraph (1) of this representation, and all corporate offerors also must complete paragraphs (2) and (3) of this representation.

(b) The Offeror represents that –

- (1) The Offeror is [ ], is not [ ] (*check one*) an entity that has filed articles of incorporation in one of the fifty states, the District of Columbia, or the various territories of the United States including American Samoa, Federated States of Micronesia, Guam,

Midway Islands, Northern Mariana Islands, Puerto Rico, Republic of Palau, Republic of the Marshall Islands, U.S. Virgin Islands. (Note that this includes both for-profit and non-profit organizations.)

If the Offeror checked “is” above, the Offeror must complete paragraphs (2) and (3) of the representation. If Offeror checked “is not” above, Offeror may leave the remainder of the representation blank.

(2) (i) The Offeror has [ ], has not [ ] (*check one*) been convicted of a felony criminal violation under Federal or State law in the 24 months preceding the date of offer.

(ii) Offeror has [ ], has not [ ] (*check one*) had any officer or agent of Offeror convicted of a felony criminal violation for actions taken on behalf of Offeror under Federal law in the 24 months preceding the date of offer.

(3) The Offeror does [ ], does not [ ] (*check one*) have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

#### **K-4 FAR 52.223-1 BIOBASED PRODUCT CERTIFICATION (MAY 2012)**

As required by the Farm Security and Rural Investment Act of 2002 and the Energy Policy Act of 2005 (7 U.S.C. 8102(c)(3)), the offeror certifies, by signing this offer, that biobased products (within categories of products listed by the United States Department of Agriculture in 7 CFR part 3201, subpart B) to be used or delivered in the performance of the contract, other than biobased products that are not purchased by the offeror as a direct result of this contract, will comply with the applicable specifications or other contractual requirements.

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

### **L.1 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

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

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

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

AGRICULTURE ACQUISITION REGULATIONS (48 CFR CHAPTER 4) CLAUSES

452.204-70 Inquiries (FEB 1988)

### **L.2 52.204-7 SYSTEM FOR AWARD MANAGEMENT (JUL 2013)**

(a) Definitions. As used in this provision—

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

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

“Registered in the System for Award Management (SAM) database” means that—

(1) The offeror has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see [Subpart 4.14](#)) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will

be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

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

(1) An offeror may obtain a DUNS number—

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

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

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

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

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

(f) Offerors may obtain information on registration at <https://www.acquisition.gov> .

**L.3 FAR 52.215-5 FACSIMILE PROPOSALS (OCT 1997)**

(a) *Definition.* "Facsimile proposal," as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.

(b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.

(c) The telephone number of receiving facsimile equipment is: 360-891-5081

(d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document--

(1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal.

(2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and

(3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timelines, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

(e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

**L.4 FAR 52.222-5 CONSTRUCTION WAGE 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

**L.5 FAR 52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)**

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

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

Goals for minority participation for each trade: 4.5

Goals for female participation for each trade: 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

(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 Amboy, WA, Clark County.

#### **L.6 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, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR [52.225-9](#).

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

(d) Alternate offers.

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

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

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

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

#### **L.7 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)**

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

#### **L.8 AGAR 452.215-71 INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL AND BUSINESS PROPOSALS (SEPT 1999)**

**General Instructions.** Proposals submitted in response to this solicitation shall be furnished in the following format with the numbers of copies as specified below.

- (1) The proposal must include a technical proposal and a business proposal. Each of the parts shall be separate and complete so that evaluation of one may be accomplished independently from evaluation of the other. The technical must not contain reference to cost; however, resource information (such as data concerning labor hours and categories, materials, subcontracts, etc.) must be contained in the technical proposal so that the contractor's understanding of the statement of work may be evaluated.
- (2) The Government will evaluate proposals in accordance with the evaluation criteria set forth in Section M of this RFQ.
- (3) Offerors shall submit their proposal(s) in the following format and the quantities specified:
  - A. One (1) original copy of business proposal (SF-18, Schedule of Items, All fill in clauses and provisions in Section K)**
  - B. One (1) original copy of the technical proposal (See below).**

#### **Technical Proposal Instructions:**

*a. Relevant Experience, Past Performance, Technical Approach*

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 inclusive of past performance, relevant experience and a 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 contractor not being considered for award. 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. Offerors must provide the items as specified in Section M.

b. BioPreferred Products

The purpose of the USDA BioPreferred® program is to promote the increased purchase and use of biobased products. The program is expected to promote economic development, creating new jobs and providing new markets for farm commodities. To the extent that the BioPreferred program achieves its purpose, the increased purchase of biobased products will also be expected to reduce petroleum consumption, increase the use of renewable resources, better manage the carbon cycle, and may contribute to reducing adverse environmental and health impacts.

Defined by the 2002 Farm Bill, biobased products are commercial or industrial products (other than food or feed) that are composed in whole, or in significant part, of biological products, renewable agricultural materials (including plant, animal, and marine materials), or forestry materials.

Offerors shall submit a list of the biobased products to be purchased and used under this contract. For each biobased product, the offeror shall specify the percentage of biobased content, and for the USDA-designated biobased content products, the offeror shall demonstrate that the products to be used under this contract contain the percentage specified in the USDA recommendations or the highest level of biobased material practicable, consistent with USDA's recommended percentages of biobased content.

The offeror shall document prior experience in specifying, purchasing, using, and installing biobased products by providing a list of all relevant contracts over the past two years involving the specification, purchase, and/or use of biobased products including a list of the biobased products specified, purchased, used, and installed.

## SECTION M – EVALUATION FACTORS FOR AWARD

### M.1 AWARD DETERMINATION

**Basis of Award and Evaluation of Offers:** Price is approximately equal to all technical factors combined. It is the Government's intent to determine reasonableness and the offeror(s) understanding of the work and the ability to perform the contract. The Government may issue award without entering into discussions, or conduct discussions to clarify as necessary. Each initial offer should contain the offeror's best terms and must speak directly to the evaluation factors listed. Failure to respond to all evaluation criteria will result in the contractor not being evaluated for award.

The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered.

By submission of your offer in accordance with the instructions provided in Section L, the offeror accedes to the terms of this contract.

### M.2 EVALUATION FACTORS

Each offeror's proposal will be evaluated for each factor and subfactor listed below:

#### **TECHNICAL PROPOSAL:**

**a) Past Performance/Relevant Experience:** The offeror will be evaluated on performance over the past three years relative to experience on similar projects and types of work. In accordance with FAR 15.305, in the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror will not be evaluated either favorably or unfavorably in this area, but instead will receive a neutral rating in the area of past performance. Past performance sub-criteria include:

- Experience on projects similar in scope and complexity to the proposed project;
- Efficiency and effectiveness on past projects;
- Whether the Offeror's performance conformed to the terms and conditions of their contract;
- How reasonable and cooperative the firm was during performance; and,
- Firm's commitment to customer satisfaction.

#### **b) Use of Biobased/Biopreferred Items**

- Proposed list of biobased/biopreferred products to be utilized on this project
- Products past performance experience with the use of biobased products in minor construction; and
- Identification of past biobased project management experience in the following areas: contracts performed using biobased products and dollar amount.
- If no Biobased is anticipated for this project, a simple justification for why

#### **BUSINESS PROPOSAL:**

**a) Cost/Price:** This criterion will include consideration of cost/price information entered in the Schedule of Items. It is the Government's intent to determine reasonableness and the offerors

understanding of the work and the ability to perform the contract. Where past performance evaluations and other factors are determined to be substantially equal, cost may control award.

**b) SF-18**

**c) All fill in clauses Section K**



MSHNVM DOSING TANK  
REPLACEMENT

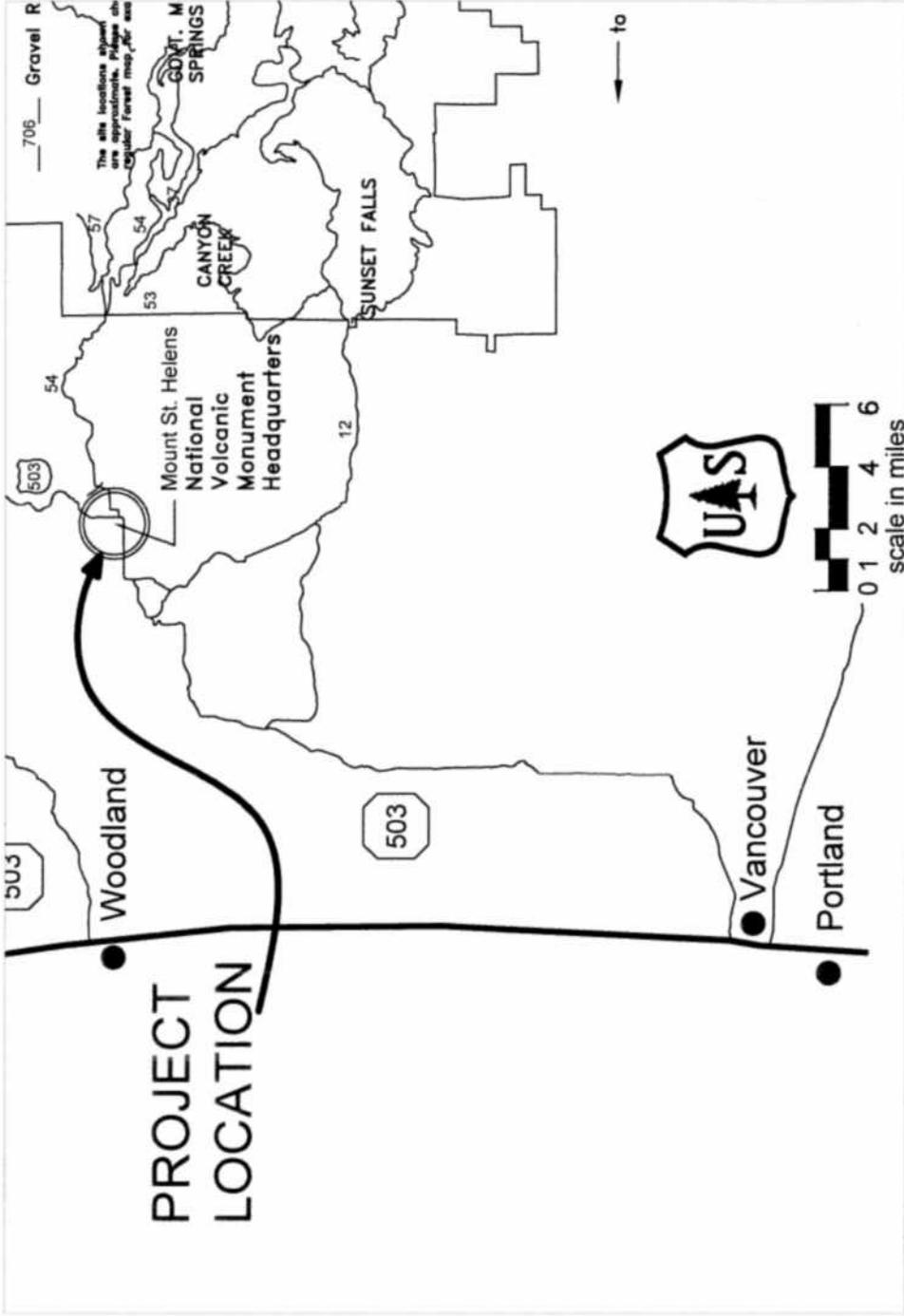
MT. ST. HELENS NATIONAL VOLCANIC MONUMENT

GIFFORD PINCHOT NATIONAL FOREST

DESIGNED BY: J. BRONK  
DRAWN BY:  
CHECKED BY:  
DATE: 7/29/2013

VICINITY MAP  
SIGNATURES

1 of 4



SUBMITTED BY:	<i>[Signature]</i>	7/7/14	Date
Monument Engineer	Heath Cameron		
RECOMMENDED BY:	<i>[Signature]</i>	7/7/14	Date
Monument Manager	Tom Mulder		
APPROVED:			
Public Services Engineering Staff	Bob Varner		

## 430 - Asphalt Pavement Patching

430.00\_nat\_us\_07\_27\_2007

### Description

**430.01** This work consists of performing full depth patching, patching with geotextiles, skin patching, spray-injection patching, and removal and replacement of asphalt berms.

### Material

1. **430.02** Conform to the following Subsections of STANDARD SPECIFICATIONS FOR CONSTRUCTION OF ROADS AND BRIDGES ON FEDERAL HIGHWAY PROJECTS, FP-03 US CUSTOMARY UNITS.

:

Minor Hot Asphalt Pavement	404.02
Asphalt Binder	702.01
Cutback Asphalt	702.02
Emulsified Asphalt	703.03
Application Temperatures	702.04
Cold Asphalt Mix	702.10
Aggregate	703.07 (a) and (b)
Choker Aggregate	703.12
Geotextile Type VI	714.01
Sand	703.15

### Construction

**430.03 Composition of Mix (Job-Mix Formula).** Furnish Minor Hot Asphalt Pavement Mix as approved by the CO.

**430.04 Full Depth Patch.**

Remove material to a minimum depth of 4 inches, or as necessary to reach firm support. If firm support for a patch is unavailable, notify the CO prior to placing any material.

Trim or mill the edges of the prepared hole to form a vertical face in un-fractured asphalt surfacing. Make the prepared hole rectangular, and clean it of all loose material. When the hole is dry, apply emulsified asphalt to the bottom and faces of the hole. Barricade prepared sites. Patch the sites immediately after the emulsified asphalt breaks. Place the asphalt concrete mixture in layers not exceeding 4 inches. For hot asphalt concrete mixtures, compact the mix while it is above 250 °F.

Compact by rolling with a hand-operated roller with a mass of least 1 ton. Perform initial compaction while the mixture is above 250 °F and continue until no roller tracks remain.

Compact the finished surface with a steel-wheel roller or vibratory plate compactor. Ensure that the compacted patch is approximately 1/8 to 1/4 inches above the level of the adjacent pavement. Seal the edges of the completed patch with emulsified asphalt, and blot with fine sand.

**430.09 Waste Material.** Dispose of all materials removed from potholes, patches, and berms at an approved site off NFS lands in accordance with state and federal regulations

**430.10 Acceptance.** Asphalt concrete mixtures will be evaluated under Subsections 106.02 and 106.03.

## **Measurement**

**430.11** Measure the Section 430 items listed in the bid schedule according to Subsection 109.02.

## **Payment**

**430.12** The accepted quantities will be paid at the contract unit price per unit of measurement for Section 430 pay items listed in the bid schedule. Payment will be full compensation for the work prescribed in this Section. See Subsection 109.05

**SECTION 31 23 16**  
**EXCAVATION AND BACKFILL FOR STRUCTURES**

**PART 1 - GENERAL**

## 1.01 SUMMARY

- A. This section specifies excavation and backfill for structures, including excavation; furnishing, hauling and placing of backfill material; disposal of excess or unsuitable backfill material; and grading. Follow equipment manufacturer's recommendations where more stringent.
- B. Material to be excavated is unclassified.

## 1.02 RELATED SECTIONS

- A. 02230 - Clearing and Grubbing.
- B. 02311 - Finish Grading.

## 1.03 SUBMITTALS

- A. Excavation.
  - 1. Notify COR when excavation is completed. Do not place tank until the excavation is approved by the COR.
- B. The Contractor shall provide submittals in accordance to Division 01 and shall include:
  - 1. Certification, test results, source and samples for all imported material.
  - 2. Required permits.
- C.

## 1.04 OWNER'S INSTRUCTIONS

- A. Conform to the dimensions and elevations indicated on the Drawings. Suitable bearing may be encountered at different elevations from those on the Drawings. If so, the COR may direct, by written order, that the excavation elevations be changed to the elevation where suitable bearing was encountered. Undercutting will not be permitted. Prevent surface water from entering the excavation.

**PART 2 - PRODUCTS**

## 2.01 MATERIALS

- A. Backfill Materials.
  - 1. Backfill materials shall contain no organic or frozen material.
    - a. Designated Backfill Material.
      - 1) Excavated material containing no rock larger than 3 inches.
    - b. Crushed Rock.
      - 1) Crushed aggregate, conforming to the requirements of AASHTO M147, grade D.
    - c. Bedding Material.
      - 1) 1/4 inch minus pea gravel or sand; 100 percent passing the #4 sieve.

**PART 3 - EXECUTION****3.01 CONSTRUCTION****A. Excavation.****1. Other Material.**

- a. Extend excavation a minimum of 24 inches beyond exterior finished dimensions, to allow for placing and compaction of backfill. Do not undercut.
- b. Grade areas in vicinity of construction to prevent surface water from running into excavated areas.

**B. Backfill.****1. Preparation for Backfill.**

- a. Remove all forms from structure, and clean the excavated area of all debris. Remove any standing water from excavation. Prior to backfill, obtain approval from COR to backfill excavated area.

**b. Backfilling all Structures (including tanks).**

- 1) Do not backfill in a manner to cause structure to become point loaded. Place backfill in uniform lifts around structure.

**c. Backfill Over Pipes Under Asphalt.**

- 1) Use designated backfill material or crushed rock. Place in layers not greater than 6 inches thick to 6 inches below slab. Compact at or near optimum moisture by hand tamping or mechanical vibrating tamper with 2 passes of the entire lift surface. Finish backfill lift as specified for Backfill Under Asphalt.

**d. Backfill Under Asphalt.**

- 1) Restore grade for asphalt as follows:
  - a) From 0 inches to 12 inches below asphalt: Use crushed rock.
  - b) Over 12 inches below asphalt: Use designated backfill material.
  - c) Place material in 6 inch maximum lifts and compact with a minimum of 2 passes over the entire layer with mechanical vibrating tamper.

**e. Placing Backfill Material.**

- 1) Place all backfill material in 12 inch maximum lifts. Compact each lift with a minimum of 2 passes over the entire layer with mechanical tampers.
- 2) Do not use tracked or wheeled equipment to compact backfill.

**C. Grading.**

1. Grade surface uniformly between spot elevations or contours to match existing adjacent ground elevations. Slope surface to provide drainage away from structures.

**3.02 REPAIR/RESTORATION****A. Underground Utilities.**

1. Stop all work associated with damage to existing utilities, and notify the COR. Repair utility as directed by the COR.
2. Repair at Contractor's expense underground utilities that are damaged by the Contractor.

3.03 EXCESS EXCAVATED MATERIAL (SUITABLE AND UNSUITABLE)

- A. Remove all excess or unsuitable material from the site for disposal off National Forest Land.

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

4.01 PAYMENT OF THIS WORK IS INCIDENTAL TO PAY ITEM 33 36 13-1

**END OF SECTION**

**SECTION 33 36 13**  
**SEPTIC TANK DEMOLITION**

**PART 1 - GENERAL**

## 1.01 SUMMARY

- A. This section specifies uncovering, pumping, removal, and backfilling existing septic tanks.
- B. Material to be excavated is unclassified.

## 1.02 QUALITY CONTROL

- A. Decommissioning of septic tanks shall be in strict compliance with State of Washington's on-site sewage systems rules WAC 24-272A
- B. Tank(s) shall be pumped by a licensed sewage disposal service to remove all septage.

**PART 2 - PRODUCTS**

## 2.01 MATERIALS

- A. General Backfill Material.
  - 1. Use select excavated material as specified in Section 312316 - Excavation and Backfill for Structure.

**PART 3 - EXECUTION**

## 3.01 EXCAVATION AND BACKFILL

- A. Meet the requirements of Section 31 23 16 - Excavation and Backfill for Structure -

## 3.02 PUMPING OF SEPTIC TANKS AND DISPOSAL OF WASTE

- A. Pump septic tanks prior to tank removal, using a commercial firm possessing a valid license for such work. Dispose of wastes at a State approved disposal site.

## 3.03 REMOVAL OF TANKS

- A. Removal of Tanks.
  - 1. Remove tank from the site for disposal and prepare excavation for new tank. Remove tanks from the project site within 8 hours after removal from original position.
- B. Disposal of Tanks or Parts of Tanks.
  - 1. Use State approved disposal site.

## **SEPTIC TANK INSTALLATION**

### **PART 1 - GENERAL**

#### 4.01 SUMMARY

- A. This section specifies construction, installation, and connection of concrete septic tanks.

#### 4.02 QUALITY ASSURANCE

- A. Construct Septic Tank Watertight.
- B. Conform to applicable Washington Department of Health, and Local Regulations for Work pertaining to this section. Septic Tank must be DOH list of registered tanks located at [www.doh.wa.gov/Portals/1/Documents/Pubs/337-046.pdf](http://www.doh.wa.gov/Portals/1/Documents/Pubs/337-046.pdf)
- C. Field Quality Control: Request inspection by county Environmental Health Department prior to placing aggregate cover over piping.

#### 4.03 SUBMITTALS

- A. Contractor shall submit to the Owner 4 copies of shop Drawings for each tank and 4 copies of manufacturer's literature.

### **PART 2 - PRODUCTS**

#### 5.01 MATERIALS

- A. Concrete Septic Tank and Appurtenances.
  - 1. Tank Capacity: 2700 gallons.
  - 2. Septic Tank and appurtenances shall be constructed in strict accordance with WAC 246-272A and C.
  - 3. Tests: Tanks shall be tested and certified watertight per WAC 246-272A and C.
  - 4. The septic tank shall be capable of withstanding long-term hydrostatic loading in addition to the soil loading, due to a water table maintained at ground surface.
  - 5. Tank, Risers and Lids shall withstand surface loading of HS-20 vehicular loading
  - 6. Reinforced Precast Concrete Construction, 4000 psi at 28 days. Tanks shall not be moved from manufacturing site to the job until the tank has cured for seven (7) days or has reached 2/3 of the design strength.
  - 7. The walls and bottom slab shall be poured monolithically for tanks with a volume of 2,700 gallon or less.
  - 8. The joints and/or joint surfaces of the structures shall be sealed with a butyl-rubber-based preformed flexible sealant conforming to ASTM C-990, paragraph 6.2. The material shall be PRO-STIK or EZ-STIK as supplied by PRESS-SEAL GASKET CORPORATION, Fort Wayne, Indiana, or approved equal. The butyl material shall consists of 50% (min.) butyl rubber and shall

contain 2% or less volatile matter. For preformed joint sealants, the sealant shall be sized such that the joint is filled to 50% (min.) of its annular volume when fully assembled, and the sealant shall have the ends kneaded together at the overlap. Primer and/or adhesive as recommended by the sealant supplier shall be employed for adverse, critical, or other applications. Testing of joints and compliance with construction requirements shall be conducted in strict conformance with the requirements of the sealant supplier.

9. Reinforcing steel shall be ASTM A615 Grade 60,  $f_y = 60,000$  psi.
- B. Excavation and Backfill Materials
  1. See material specs in 31 23 16

## **PART 3 - EXECUTION**

### 6.01 CONSTRUCTION

- A. Joints and Fittings.
  1. A flexible pipe-to-structure connector shall be employed in the connection of the sanitary sewer pipe to precast structures as well as all other penetrations of the structure wall. The connector shall be CAST-A-SEAL® 402/402F as manufactured by Press-Seal Gasket Corporation, Fort Wayne, Indiana, or approved equal. The connector shall be the sole element relied on to assure a flexible, watertight seal of the pipe to the precast structure. The connector shall consist of a rubber gasket and an external take-up clamp. The rubber gasket element shall be constructed solely of synthetic or natural rubber, and shall meet or exceed the physical property requirements of ASTM C 923 and ASTM C 1644. The external take-up clamp shall be constructed of Series 300 non-magnetic stainless steel and shall utilize no welds in its construction. The clamp shall be installed by torquing the adjusting screw using a torque-setting wrench available from the connector manufacturer. Selection of the proper size connector for the structure and pipe requirement, and installation thereof, shall be in strict conformance with the recommendations of the connector manufacturer. Any dead end pipe stubs installed in connectors shall be restrained from movement per ASTM C 923. The finished connection shall provide sealing to 13 psi (minimum) and shall accommodate deflection of the pipe to 7 degrees (minimum) without loss of seal. Testing shall be conducted in strict conformance with the requirements of the connector manufacturer
- B. Manholes and Covers.
  1. Provide each compartment with a minimum 24" diameter manhole riser and cover. Install risers over each manhole. Extend risers to ground surface, such that the cover is flush with the asphalt surface. Risers and covers must be rated to support HS-20 Traffic.
- C. Electrical Connection
  1. All electrical connections must be accessible after construction is complete. This will require an appropriately sealed NEMA 4X internal splice box located in the tank riser for connection between the control wiring from the control

panel and the float switches located in the tank. The float switches shall enter the splice box via appropriately sized cord grips. The existing electrical conduit shall be connected to the new splice box to allow for pulling of replacement conductors if necessary.

- D. Mounting of the float switches
  - 1. The float switches shall be reinstalled in the new tank in a similar fashion to the existing configuration. The levels of the float switches shall be adjustable from the ground surface and shall be placed to replicate dosing volumes and alarm level that currently exists.

## 6.02 INSTALLATION

- A. Installation, bedding, compaction, etc., shall be in strict compliance with the manufacturer's instructions, local regulations, WAC 246-272A and C, and 31 23 16 Excavation and Backfill for Structures.
- B. Excavate in accordance with applicable specifications Section 31 23 16. Hand trim excavations for accurate placement of tank to alignment and elevations indicated. Remove all protruding roots, stones or other obstructions.
- C. All tanks shall be set level on a minimum of 3 inch thick compacted granular bedding overlying a firm uniform base. The base shall be stable and uniform in order to ensure equal bearing across the tank bottom. Installations with 30 inches or less of ground cover may require additional buoyancy considerations as described in the manufacturer's instructions.
- D. Backfill around sides of tank, tamped in place and compacted to a minimum 85 percent of maximum dry density as tested in accordance with ASTM D698.
- E. A minimum cover of 12 inches is required over the tank in areas subject to occasional light wheel loads, follow manufacturer requirements for minimum and maximum cover to maintain HS-20 traffic rating.
- F. Keep tank interior clean.
- G. Do not set tank in water; pump groundwater from excavation, if necessary.
- H. Connect new tank to outlet from septic tank, pump suction lines, vault drain and vent lines, and electrical controls using materials matching existing connections.
- I. All conduits and pipes shall be surrounded by a minimum of 6 inches of bedding material

## 6.03 FIELD QUALITY CONTROL

- A. Request inspection by COR and/or the appropriate Building Official prior to placing aggregate cover over piping.

# **PART 4 - MEASUREMENT AND PAYMENT**

## 7.01 METHOD OF MEASUREMENT

- A. Measurement will be of each Septic Tank pumped, excavated, removed and new tank installed, including backfill.

7.02 BASIS OF PAYMENT

- A. Payment will be at the Contract unit price for each Septic Tank including all appurtenances related to reconnecting existing utilities.
- B. Payment will be made under:

<u>PAY ITEM</u>	<u>DESCRIPTION</u>	<u>PAY UNIT</u>
33 36 13 -1	Pump, excavate, remove, replace and reconnect concrete dosing tank and associated utilities	Each

**END OF SECTION**

**PAST AND CURRENT CONTRACT INFORMATION**

**(For the past two years)**

**OFFEROR'S NAME**

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

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

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

# Fire Plan

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

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Contractor

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Contract Number

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Project Name

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Contract Performance Period

## **Contractor's Representative for Fire Matters**

Name

Title

Office Phone

Home Phone

## **Contracting Officer's Representative**

Name

Office Phone

Home Phone

## **Forest Service Inspector(s)**

Name

Office Phone

Home Phone

## **Action by Contractor**

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

**Action by Forest Service**

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

**Fire Prevention and Suppression**

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

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

Name	Office Phone	Home Phone
_____	_____	_____
_____	_____	_____

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

Fires shall be reported to one of the following Forest Service employees:

Name	Address or Location	Office Phone	Home Phone
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____



USDA FOREST SERVICE  
PACIFIC NORTHWEST REGION

FIRE PROTECTION AND SUPPRESSION

**1. Fire Period and Closed Season**

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

**2. Fire Plan**

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

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

**3. Substitute Measures**

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

**4. Emergency Measures**

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

**5. Fire Control**

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

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

## **6. Compliance with State Forest Laws**

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

## **7. Fire Precautions**

Specific fire precautionary measures are as follows:

### **a.**

#### **Smoking and Open Fires**

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

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

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

All power-driven equipment operated by the Contractor on National Forest land, except portable fire pumps, shall be equipped with one fire extinguisher having a UL rating of at least 5 BC, and one "D" handled or long handled round point shovel, size "0" or larger. In addition, each motor patrol, truck and passenger-carrying vehicle shall be equipped with a double-bit axe or Pulaski, 3-1/2 pounds or larger.

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

### **c. Power Saws**

Each gasoline power saw operator shall be equipped with a pressurized chemical fire extinguisher of not less than 8-ounce capacity by weight, and one long-handled round point shovel, size "0" or larger. The extinguisher shall be kept in possession of the saw operator at all times. The shovel shall be accessible to the operator within 1 minute.

### **d. Extinguishers**

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

### **e. Spark Arresters and Mufflers**

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

- (1) Equipped with a turbine-driven exhaust supercharger such as the turbocharger. There shall be no exhaust bypass

- (2) A passenger-carrying vehicle or light truck, or medium truck up to 40,000 GVW, used on roads and equipped with a factory-designed muffler complete with baffles and an exhaust system in good working condition.  
A heavy duty truck, such as a dump or log truck, or other vehicle used for
- (3) commercial hauling, used only on roads and equipped with a factory designed muffler and with a vertical stack exhaust system extending above the cab.

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

**f. Emergency Fire Precautions**

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

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**INDUSTRIAL FIRE PRECAUTIONS SCHEDULE**  
-----  
**INDUSTRIAL FIRE PRECAUTION (IFPL)**  
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LEVEL

- I. Closed season** - Fire precaution requirements are in effect. A fire watch/security is required at this and all higher levels unless otherwise waived.
- II. Partial hootowl** - The following may operate only between the hours of 8 p.m. and 1 p.m., local time:
- a. power saws, except at loading sites;
  - b. cable yarding;
  - c. blasting;
  - d. welding or cutting of metal.
- III. Partial shutdown** - The following shall be prohibited except as indicated:
- Cable yarding** - except that gravity operated logging systems employing non-motorized carriages may be operated between the hours of 8 p.m. and 1 p.m., local time, when all block and moving lines, except the line between the carriage and the chokers, are suspended 10 feet above the ground;
- Power saws** - except power saws may be used at loading sites and on tractor/skidder operations between the hours of 8 p.m. and 1 p.m., local time.
- In addition, the following are permitted between the hours of 8 p.m. and 1 p.m., local time:
- a. tractor/skidder operations;
  - b. mechanized loading and hauling of any product or material;
  - c. blasting;
  - d. welding or cutting of metal;
  - e. any other spark-emitting operation not specifically mentioned.
- IV. General shutdown** - All operations are prohibited.

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

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

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

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

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

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

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

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

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

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

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

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

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

**8. Fire Tools**

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

- a. 2 axes or Pulaskis with a 32-inch handle;
- b. 3 adze eye hoes. One Pulaski may be substituted for 1 adze eye hoe;
- c. 3 long-handled, round point shovels, size "0" or larger.

**9. Fire Security**

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

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

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

**10. Blasting**

Whenever the Industrial Fire Precaution Level is "II" or greater, a fire security person equipped with a long-handled, round point, No. "0" or larger, shovel, and a five-gallon backpack pump can filled with water will stay at location of blast for 1 hour after blasting is done. Blasting may be suspended by Forest Service in writing, in an area of high rate of spread and resistance to control.

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

General Decision Number: WA140032 07/25/2014 WA32

Superseded General Decision Number: WA20130032

State: Washington

Construction Type: Building

County: Clark County in Washington.

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

Modification Number	Publication Date
0	01/03/2014
1	01/17/2014
2	01/24/2014
3	02/07/2014
4	03/28/2014
5	04/18/2014
6	04/25/2014
7	06/06/2014
8	07/11/2014
9	07/18/2014
10	07/25/2014

ASBE0036-004 12/30/2013

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 40.67	17.00

\* BRWA0001-008 06/01/2014

	Rates	Fringes
BRICKLAYER.....	\$ 30.51	12.66

CARP0003-010 10/01/2011

	Rates	Fringes
Carpenters: Including Cabinet Installation, Drywall Hanging and Form Work.....	\$ 32.04	14.18

Zone Differential (Add to Zone 1 rates):

- Zone 2 - \$0.85
- Zone 3 - 1.25
- Zone 4 - 1.70
- Zone 5 - 2.00
- Zone 6 - 3.00

BASEPOINTS: GOLDENDALE, LONGVIEW, AND VANCOUVER

ZONE 1: Projects located within 30 miles of the respective city hall of the above mentioned cities

ZONE 2: Projects located more than 30 miles and less than 40 miles of the respective city of the above mentioned cities

ZONE 3: Projects located more than 40 miles and less than 50 miles of the respective city of the above mentioned cities

ZONE 4: Projects located more than 50 miles and less than 60 miles of the respective city of the above mentioned cities.

ZONE 5: Projects located more than 60 miles and less than 70 miles of the respective city of the above mentioned cities

ZONE 6: Projects located more than 70 miles of the respected city of the above mentioned cities

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\* ELEC0048-002 01/01/2014

	Rates	Fringes
ELECTRICIAN.....	\$ 38.75	19.11

HOURLY ZONE PAY:

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

Portland, The Dalles, Hood River, Tillamook, Seaside and Astoria

Zone Pay:

Zone 1: 31-50 miles \$1.50/hour  
Zone 2: 51-70 miles \$3.50/hour  
Zone 3: 71-90 miles \$5.50/hour  
Zone 4: Beyond 90 miles \$9.00/hour

\*These are not miles driven. Zones are based on Delorme Street Atlas USA 2006 plus.

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ELEC0048-012 01/01/2014

	Rates	Fringes
ELECTRICIAN		
Low Voltage Wiring Only.....	\$ 29.75	15.56
Sound Equipment		
Installation Only.....	\$ 23.50	14.56

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ENGI0701-009 01/01/2014

	Rates	Fringes
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Power equipment operators:

GROUP 1.....	\$ 38.25	13.70
GROUP 1A.....	\$ 40.16	13.70
GROUP 1B.....	\$ 42.08	13.70
GROUP 2.....	\$ 36.56	13.70
GROUP 3.....	\$ 35.54	13.70
GROUP 4.....	\$ 34.56	13.70
GROUP 5.....	\$ 33.43	13.70
GROUP 6.....	\$ 30.34	13.70

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: LATTICE BOOM CRANE: Operator 200 tons through 299 tons, and/or over 200 feet boom; HYDRAULIC CRANE: Hydraulic Crane Operator 90 tons through 199 tons with luffing or tower attachments

GROUP 1A: HYDRAULIC CRANE: Hydraulic Operator, 200 tons and over (with luffing or tower attachment); LATTICE BOOM CRANE: Operator, 200 tons through 299 tons, with over 200 feet boom

GROUP 1B: LATTICE BOOM CRANE: Operator, 300 tons through 399 tons with over 200 feet boom; Operator 400 tons and over

GROUP 2: BULLDOZERS: Bulldozer operator over 120,000 lbs and above; Bulldozer operator, twin engine; Bulldozer Operator,tandem, quadnine, D10, D11, and similar type; HYDRAULIC CRANE: Hydraulic crane operator 90 tons through 199 tons (without luffing or tower attachment); LATTICE BOOM CRANE: 90 through 199 tons and/or 150 to 200 feet boom; Operator, 30 tons but less than 150 tons; LOADERS: Loader operator, 120,000 lbs. and above; HYDRAULIC HOES-EXCAVATOR: Excavator over 130,000 lbs.; HYDRAULIC CRANE: Hydraulic crane operator, 50 tons through 89 tons (with luffing or tower attachment)

GROUP 3: BULLDOZERS: Bulldozer operator, over 70,000 lbs. up to and including 120,000 lbs.; HYDRAULIC CRANE: Hydraulic crane operator, 50 tons through 89 tons (without luffing or tower attachment); LATTICE BOOM CRANES: Lattice Boom Crane-50 through 89 tons (and less than 150 feet boom); HYDRAULIC HOES-EXCAVATOR: excavator over 80,000 lbs. through 130,000 lbs.; LOADERS: Loader operator 60,000 and less than 120,000

GROUP 4: BULLDOZERS: Bulldozer Operator over 20,000 lbs and more than 100 horse up to 70,000 lbs; CRANE: Hydraulic Crane Operator, under 50 tons; LATTICE BOOM CRANE OPERATOR: Lattice Boom Crane Operator, under 50 tons; HYDRAULIC HOES EXCAVATOR: Robotic Hydraulic backhoe operator, track and wheel type up to and including 20,000 lbs. with any or all attachments; Excavator Operator over 20,000 lbs through 80,000 lbs.; LOADERS: Loaders Operator, front end and overhead, 25,000 lbs and less than 60,000 lbs; Rubber-tired dozers; Forklift-over 5 tons; Grader/Blade; DRILLING: Drill

Operator over 20,000 lbs pullback; Scraper

GROUP 5: Roller Operator; BULLDOZERS: Bulldozer operator, 20,000 lbs. or less or 100 horse or less; HYDRAULIC HOES EXCAVATORS: Hydraulic Backhoe Operator, wheel type (Ford, John Deere, Case type); Hydraulic Backhoe Operator track type up to and including 20,000 lbs.; LOADERS: Loaders, rubber-tired type, less than 25,000 lbs; Compactor; DRILLING; Churm Drill and Earth Boring Machine Operator; Directional Drill Operator less than 20,000 lbs pullback

GROUP 6: CRANE: Oiler; LOADERS: (less than 1 cu yd.); Forklift

Zone Differential (add to Zone 1 rates):

Zone 2 - \$2.50

Zone 3 - \$5.00

For the following metropolitan counties: MULTNOMAH; CLACKAMAS; MARION; WASHINGTON; YAMHILL; AND COLUMBIA; CLARK; AND COWLITZ COUNTY, WASHINGTON WITH MODIFICATIONS AS INDICATED:

All jobs or projects located in Multnomah, Clackamas and Marion Counties, West of the western boundary of Mt. Hood National Forest and West of Mile Post 30 on Interstate 84 and West of Mile Post 30 on State Highway 26 and West of Mile Post 30 on Highway 22 and all jobs or projects located in Yamhill County, Washington County and Columbia County and all jobs or projects located in Clark & Cowlitz County, Washington except that portion of Cowlitz County in the Mt. St. Helens "Blast Zone" shall receive Zone I pay for all classifications.

All jobs or projects located in the area outside the identified boundary above, but less than 50 miles from the Portland City Hall shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the Portland City Hall, but outside the identified border above, shall receive Zone III pay for all classifications.

For the following cities: ALBANY; BEND; COOS BAY; EUGENE; GRANTS PASS; KLAMATH FALLS; MEDFORD; ROSEBURG

All jobs or projects located within 30 miles of the respective city hall of the above mentioned cities shall receive Zone I pay for all classifications.

All jobs or projects located more than 30 miles and less than 50 miles from the respective city hall of the above mentioned cities shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the respective city hall of the above mentioned cities shall

receive Zone III pay for all classifications.

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IRON0029-006 07/01/2013

	Rates	Fringes
IRONWORKER		
Reinforcing and Ornamental..	\$ 34.12	21.35

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LABO0335-011 09/01/2013

	Rates	Fringes
LABORER (Mason Tender-Brick, Cement/Concrete).....	\$ 30.47	10.05

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LABO0335-013 06/01/2012

	Rates	Fringes
Laborers:		
ZONE 1:		
GROUP 1.....	\$ 28.24	9.70
GROUP 2.....	\$ 28.84	9.70
GROUP 3.....	\$ 29.28	9.70
GROUP 4.....	\$ 29.66	9.70
GROUP 5.....	\$ 25.74	9.70

LABORERS CLASSIFICATIONS

- GROUP 1: Form-Stripping
- GROUP 2: Gunite; Chipping Guns
- GROUP 3: Concrete Saw; Vibrating Plate
- GROUP 4: Grade Checker
- GROUP 5: Flaggers

ZONE DIFFERENTIAL (Add to Zone Rates): ZONE 2 - \$0.65  
ZONE 3 - 1.15  
ZONE 4 - 1.70  
ZONE 5 - 2.75

- ZONE 1: Projects within 30 miles of the respective city hall.
- ZONE 2: More than 30 miles but less than 40 miles from the respective city hall.
- ZONE 3: More than 40 miles but less than 50 miles from the respective city hall.
- ZONE 4: More than 50 miles but less than 80 miles from the respective city hall.

ZONE 5: More than 80 miles from the respective city hall.

BASE POINTS: GOLDENDALE, LONGVIEW, AND VANCOUVER

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PAIN0055-010 07/01/2014

	Rates	Fringes
Painters:		
Brush, Roller and Prep.....	\$ 21.67	9.40
Spray.....	\$ 22.27	9.40

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PAIN0055-011 07/01/2008

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 31.86	11.28

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PAIN0740-003 01/01/2013

	Rates	Fringes
GLAZIER.....	\$ 35.80	13.89

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PAIN1236-005 07/01/2014

	Rates	Fringes
SOFT FLOOR LAYER (Including Vinyl and Carpet).....	\$ 27.78	12.81

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PAIN1236-006 07/01/2014

	Rates	Fringes
FLOOR LAYER: Hardwood Floors....	\$ 27.78	12.81

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PLAS0555-005 06/01/2014

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 29.98	17.76

Zone Differential (Add To Zone 1 Rates):  
Zone 2 - \$0.65  
Zone 3 - 1.15  
Zone 4 - 1.70  
Zone 5 - 3.00

BASE POINTS: BEND, CORVALLIS, EUGENE, MEDFORD, PORTLAND, SALEM, THE DALLES, VANCOUVER

ZONE 1: Projects within 30 miles of the respective city hall  
ZONE 2: More than 30 miles but less than 40 miles from the respective city hall.

ZONE 3: More than 40 miles but less than 50 miles from the respective city hall.

ZONE 4: More than 50 miles but less than 80 miles from the respective city hall.

ZONE 5: More than 80 miles from the respective city hall

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ROOF0049-003 07/01/2014

	Rates	Fringes
ROOFER (Includes Roof Tear Off, Waterproofing, and Installation of Metal Roofs).....	\$ 28.03	12.74

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SUWA2009-020 05/22/2009

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 21.60	3.46
LABORER: Common or General.....	\$ 19.73	4.63
LABORER: Handheld Drill.....	\$ 17.17	5.36
LABORER: Irrigation.....	\$ 11.58	0.00
LABORER: Landscape.....	\$ 11.08	0.00
LABORER: Pipelayer.....	\$ 13.00	3.11
OPERATOR: Backhoe.....	\$ 23.57	8.61
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 22.05	7.35
OPERATOR: Concrete Pumper.....	\$ 22.30	5.27
OPERATOR: Excavator.....	\$ 25.02	5.43
OPERATOR: Mechanic.....	\$ 24.33	4.33
OPERATOR: Oiler.....	\$ 23.76	8.71
OPERATOR: Roller.....	\$ 19.08	0.00
OPERATOR: Screed.....	\$ 19.08	0.00
PIPEFITTER.....	\$ 24.00	4.95
PLUMBER.....	\$ 24.61	6.93
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 17.00	3.12
SHEET METAL WORKER, Excludes HVAC Duct Installation.....	\$ 26.03	14.66

TILE SETTER.....	\$ 25.51	0.00
TRUCK DRIVER: Dump Truck.....	\$ 11.87	0.00
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 20.59	5.56

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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 union or non-union.

**Union Identifiers**

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

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

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

## Non-Union Identifiers

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

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

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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