

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)		15. TELEPHONE NO. (Include area code)
MCCONNELL MIKE CONSTRUCTION 22077 FORTUNA MINE ROAD 1100620880 SONORA CA 95370-9155		
CODE 1100620880# FACILITY CODE		16. REMITTANCE ADDRESS (Include only if different than item 14.)

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

AMOUNTS

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

19. ACKNOWLEDGEMENT OF AMENDMENTS

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

AMENDMENT NO.	DATE								

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

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

Continued...

22. AMOUNT \$94,067.28	23. ACCOUNTING AND APPROPRIATION DATA FS00.ZZ.....0516NFXN7I18.2540...
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) () <input checked="" type="checkbox"/> 41 U.S.C. 253(c) ()
26. ADMINISTERED BY USDA FOREST SERVICE R5 CENT-CAL ACQ SERV AREA CCASA 631 COYOTE STREET NEVADA CITY CA 95959	27. PAYMENT WILL BE MADE BY INVOICE PROCESSING PLATFORM IPP ALL INVOICES MUST BE SUBMITTED ELECTRONICALLY THROUGH THE INVOICE PROCESSING PLATFORM IPP VIA WWW IPP GOV

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT <small>(Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations,</small>	<input checked="" type="checkbox"/> 29. AWARD <small>(Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.</small>
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30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print) Mike McConnell owner	31a. NAME OF CONTRACTING OFFICER (Type or print) ROBERT W. BRINEY
30b. SIGNATURE 	31b. UNITED STATES OF AMERICA BY
30c. DATE 5/3/2019	31c. DATE 5/3/19

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. 129JGP19Q0038	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED	PAGE OF PAGES 1 22
	IMPORTANT -- The "offer" section on the reverse must be fully completed by offeror.			

4. CONTRACT NO. 129JGP19C0027	5. REQUISITION/PURCHASE REQUEST NO. 937496	6. PROJECT NO.
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7. ISSUED BY USDA FOREST SERVICE R5 CENT-CAL ACQ SERV AREA CCASA 631 COYOTE STREET NEVADA CITY CA 95959	CODE 9JGP	8. ADDRESS OFFER TO
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9. FOR INFORMATION CALL: <input type="checkbox"/>	a. NAME ROBERT BRINEY	b. TELEPHONE NO. (include area code) (NO COLLECT CALLS) 530-478-6120
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SOLICITATION

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

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

11. The Contractor shall begin performance 10 calendar days and complete it within 45 calendar days after receiving award, notice to proceed. The performance period is mandatory negotiable. (See _____.)

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES", indicate within how many calendar days after award in Item 12b.)</i>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12b. CALENDAR DAYS 10
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and _____ copies to perform the work required are due at the place specified in Item 8 by _____ (hour) local time _____ (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

b. An offer guarantee is, is not required.

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

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

SECTION C—DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

SCOPE OF CONTRACT

PART 1 – THE SCHEDULE

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C. 1 Scope of Contract

The purpose of this solicitation is to secure services to build 19,008 feet of three-wire fence in three locations. Such work includes but is not limited to the following:

- (1) Clearing of brush and debris from the fence line.
- (2) Materials
- (3) Installation of corner braces and line braces.
- (4) Establish alignment of the fence line between corner braces and line braces.
- (5) Installation of wire and stays.
- (6) Setting of posts.
- (7) Attaching wire to posts and braces.
- (8) Instalation of water gap.
- (9) Installation of wire gates.
- (10) Dismantle exsisting fence.
- (11)Cleanup of all waste material, contractor generated litter and garbage.

C. 2 Location

The work is located on the Stanislaus National Forest, Mi-Wok Ranger District.

The project is located in:

Township 1N, Range 17E, Section 1 and 2 (Duckwall Quadrangle) and T1N R16E, Section 24 (Tuolumne Quadrangle).

Project location maps are provided in Appendix A and approximate locations of fence lines and braces are shown in Section J.

C.3 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.

- 1) None

C. 4 Contractor Furnished

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

C. 5 Contract Time

All work will be completed in **45** calendar days after the effective date of the Notice to Proceed. Estimated start work date is May1, 2019.

TECHNICAL SPECIFICATIONS

C. 6 Standard Specifications

Standard Specifications for Construction of Roads and Bridges on Federal highway projects FP-03 is included in the Invitation for Bids by reference only. The requirements contained in these Standard Specifications are hereby made a part of this solicitation and any resultant contract.

Copies of the Standard Specifications for Construction of Roads and Bridges on Federal Highway projects FP-03 are available from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402 or online at <http://flh.fhwa.dot.gov/resources/pse/specs/>.

Applicable sections of the Standard Specifications for Roads and Bridges are shown under section C-7 entitled "Application of Standard Project Specifications."

C. 7 Application of Standard Specifications

Standard specifications applicable to this contract are listed below from Section 619 of above referenced publication:

619.02 – Material

619.03 – Fences and Gates

(a) General

(c) Wire fences and gates

(1) Posts

(2) Braces

(3) Barbed wire and woven wire

(4) Fastening barbed wire and woven wire

(5) Gate installation

619.09 – Acceptance

619.10 – Payment

C. 7 Access to Project Area

ATVs and motorized 4-wheel drive trucks may be used to deliver materials along the fence line. Supplies should be carried in on foot.

C. 8 Clearing

The Contractor shall clear debris and brush along the fence line. Straightening of the fenceline is the responsibility of the contractor.

Snags, debris, slash and brush shall be cleared for a distance of eight feet on each side of fence. Removal of live trees should be minimized to the least amount possible. Removal of live trees over eight (8) inches DBH must be approved by the COR or inspector. Stump heights on cleared trees and brush shall be four (4) inches or less. All brush in excess of 12 inches in height, within the clearing limits shall be removed as part of the regular clearing job. Tree limbs overhanging fence clearing limits shall be lopped to a height of eight (8) feet off the ground. All slash from clearing shall be disposed of by lop and scattering to a maximum depth of 24 inches on the outside of the cleared line or outside of the clearing limits. Clearing shall be done by hand labor or mechanical equipment approved in advance by the Contracting Officer's Representative (COR).

C.9 Fence Materials

Fence material specifications are provided below and based on locally available material. Changes in fence material specifications must be approved in advance by the COR. A summary of fence lengths, number of braces, and other features is provided in the table below.

- (a) Treated Wooden Posts 6 inch in diameter, 8 feet long.
- (b) Steel Pipe Posts 2 7/8 inch in diameter, 8 feet long.
- (c) 1.33 Gauge T-type steel posts at least 5 ½ - 6 feet in length.
- (d) Galvanized wire (twisted), 12-½ gauge, 2 barbed wire.
- (e) Galvanized wire (twisted), 12-½ gauge, barbless wire.
- (f) 2"x 2" style wood fence stays at least 42 inches in length.
- (g) Galvanized Staples, 9 gauge, approximately 1 ½ inches long.
- (h) Galvanized Nails- 40d or 60d.
- (i) Steel Tee post wire clips.
- (j) Fasteners for steel pipe posts.

C. 10 Fence Construction

Fence Line

The fence line shall be constructed in a straight line between brace points in the cleared area.

Fence Braces

Brace locations shall be approved on the ground by CO (COR).

Wood or steel pipe corner braces, Horizontal braces, and/or Diagonal braces shall be used at swales, corners, and other locations as deemed necessary by the COR and every 660 feet along the fence line. Wood or Steel corner posts, gate posts, and brace posts shall be set a minimum of 24 inches into the ground. All soil around posts shall be compacted to approximately the same density as the surrounding soil. Post holes will not be backfilled more than 6 inches at a time.

Contractors brace, gate and walk through gate design and specifications shall be provided in in bid package and approved by the CO before start of contract.

Fence Line Posts

Steel fence posts shall be driven into the ground until the top of the anchor plates are embedded 12 inches in the ground.

Steel fence posts shall be spaced 15 feet apart along the fence line. Spacing may vary up to 18 inches in order to select the best placement site. However, average post spacing shall not exceed 15 feet in any 660 foot section of fence line. Average post spacing shall be determined by dividing the number of posts actually used in any selected fence section into the measured length of that section of fence. The minimum length of fence section used to measure average post spacing shall be 300 feet. Posts shall be in a straight line between braces, with no excess pull on the post by the wires.

The use of wood or pipe line posts will be reserved for irregular terrain and will be placed where necessary to stabilize the fence. Wood or pipe line posts shall be set a minimum of 2 feet into the ground.

Fastening Wire to Wooden Posts

Staples shall be driven diagonally with the grain of the wood and at a slight downward angle, and shall not be driven so tightly as to bind the wire against the post. Specifications for the driving of staples are provided in Section J.

Fastening Wire to 2 7/8 inch steel Pipe Posts

Fastening Wire to Steel Posts

Splicing Wire

Fence wires may be spliced using the eye splice, the western union splice, or the micropress sleeve splice.

Use of Trees in Fence Line and for Braces

Live trees may be used in the fence line or as braces with government approved scab design.

Wire and Fence Stay Installation

The bottom wire shall be a smooth barbless wire. The other two wires shall be barbed. The spacing shall be as follows:

Three-Wire Fence = 42" Total Height

- Bottom wire - 16 inches above ground level
- Second wire - 13 inches above bottom wire
- Third wire - 13 inches above second wire

Gate Construction

Gate locations shall be approved on the ground by CO (COR).

The fence shall terminate at each gate. A Horizontal Brace or Corner Brace shall be used to anchor the fence at both ends of the gate. Trees will not be used as braces at the gate ends. Gates shall be at least 8 feet wide, but not exceed 16 feet. They shall be constructed with four wires, spaced the same as on the rest of the fence, attached to stays at each end. The end stays shall be of wood not less than three inches in diameter or two 2'x4's nailed together and at least 48 inches long. The gates shall have three wood stays evenly spaced between the end stays.

The gate end stay at the pivot end of the gate shall be attached to the brace with two double loops of 12½ gauge barbless wire, one at the top of the stay, and one at the bottom. The swinging end of the gate shall be fastened to the brace with a double loop of 12½ gauge barbless wire so that it will encircle the end stay six inches above the ground on the bottom, and by a gate fastener at the top. The gate fastener will be made with two strands of barbless wire securely wired to the gate brace and to the gate fastening bar (pitch bar) with a short piece of smooth wire.

Contractors gate design and specifications shall be provided in in bid package and approved by the CO before start of contract.

Dismantle 2.25 miles of existing old fenceline.

Take down and roll up all existing wire and place by Foesrt System roads 2N13 and 1N02. Pullout all non-functional steel and wood posts and stays and place by Foesrt System roads 2N13 and 1N02.

Project Clean-up

The Contractor shall clean-up waste materials, personal litter and garbage from the project site as work progresses.

C.11 | Attachments to Statement of Work/Specifications (AGAR 452.211-73) (FEB 1988) |

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

PROJECT LOCATION

The work is located on the Stanislaus National Forest, Mi-Wok Ranger District.

The project is located in:

Township 1N, Range 17E, Section 1 and 2 (Duckwall Quadrangle).

Project location maps are provided in Appendix A and approximate locations of fence lines and braces are shown in Section J.

PRICE RANGE

The Government’s estimate is:

\$25,000.00 to \$100,000.00.

ESTIMATED START DATE

6 May 2019

OPTION ITEMS

None

RESTRICTIONS ON WORK

Work shall be performed during daylight hours between 0600 hrs and 1900 hrs local time. Exceptions to these times are:

- 1. In accordance with the fire plan, if included in Section J.
- 2. When the Contracting Officer (or designated representative) determines that adverse weather has made access too dangerous or that continued vehicular travel would cause unacceptable road damage.

INSURANCE & CERTIFICATIONS

The Contractor shall provide evidence of Worker’s Compensation Insurance or a written explanation as to why the Contractor is exempt from the requirement. **NOTE:** The Contractor working alone is not required to carry the insurance.

CAMPING AND HOUSING (SEE ALSO SECTION H, *CAMPING PERMIT COMPLIANCE*)

Camping is not permitted in US Forest Service campgrounds. Contractor [] will [X] will not be permitted to camp elsewhere on US Forest Service land. Camping on Forest Service land is not a right; permission may be revoked for failure to comply with the terms of the permit.

MAPS

See section J list of attachments

DRAWINGS AND SPECIFICATIONS

See section J list of attachments

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): www.acquisitions.gov

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

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

INSPECTIONS

SECTION F—DELIVERIES OR 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): www.acquisitions.gov

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

- 52.242-14 Suspension of Work (APR 1984)

F.2 Commencement, Prosecution, and Completion of Work (FAR 52.211-10) (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 45 calendar days from the effective date on the Notice to Proceed. The time stated for completion shall include final cleanup of the premises.

F.3 Contract Time

<u>Item</u>	<u>Estimated Starting Date</u>	<u>Calendar</u>
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1. May 6, 2019

45 Days

Work shall progress at a rate, which will insure job completion within the calendar time specified above.

WORK TIMING

Delays due to normal adverse weather, weekends, and holidays have been included in the calculation of contract time.

WINTER SHUTDOWN

When winter weather sets in and the continuation of work is impractical, the Contracting Officer may authorize a total suspension until such time as work can proceed. During the period of total suspension, the calendar days elapsed will not be charged against the contract time specified.

SECTION G—CONTRACT ADMINISTRATION DATA

Invoices

Payment will be made from the contractor's invoice. All invoices are to be submitted via the electronic Invoice Processing Platform (IPP). This is a mandatory requirement initiated by the U.S. Department of Treasury and you can find more information at this website <https://www.ipp.gov/index.htm>. There is no pre-award registration.

After award of a contract, please make sure that your company registers promptly at <https://www.ipp.gov/vendors/enrollment-vendors.htm> to establish your account. The one-time enrollment in IPP means a series of emails will be sent to the point of contact (POC) established in your System for Award Management (SAM) account at www.sam.gov. So, please verify that the POC's email address is up to date in your company's SAM account prior to starting the IPP enrollment process. If you have questions on the IPP enrollment process, the help desk phone number is 1-866-973-3131.

Invoices shall be accompanied by the signed contractor certification, using the exact wording in the clauses, FAR 52.232-5, and be up-to-date on certified payrolls for the invoiced timeframe, FAR 52.222-8. (See next page for invoice certification language.) Invoices that do not meet these requirements will be rejected.

The contractor shall submit payrolls weekly for each week in which any contract work is performed. The copies shall be sent to the COR. Payrolls submitted shall set out accurately and completely all of the information listed on the form WH-347 (available for download at www.dol.gov), including the certification verbatim from the WH-347. Forms from other State or County governments are not compliant. **Invoices that do not meet these requirements will be rejected. A Contract Release is required with the final invoice, or the invoice may be rejected.**

PAYMENT FOR MATERIALS OFF-SITE

In accordance with Clause 52.232-5, progress payments may include payment for materials stored off site. Contractor shall provide a copy of the paid invoice; provide evidence that the material will be included in the finished project; and identify the location where the materials are stored, so that the government may make visual inspection if the Contracting Officer deems it necessary. The Contractor shall be liable for loss, damage, or destruction of the materials until such time as the materials are physically in the possession and control of the government. The Contractor will not be held liable to the extent that the Contracting Officer determines that the loss, damage, or destruction occurred through the fault or negligence of the government or its agents.

INCIDENTAL ITEMS

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

PRECONSTRUCTION CONFERENCE

This required conference will be scheduled by the COR. (See also Section I, Clause 52.236-26.)

PAYMENT CERTIFICATION

I hereby certify, to the best of my knowledge and belief, that—

- (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
- (2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code;
- (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and
- (4) This certification is not to be construed as final acceptance of a subcontractor’s performance.

(Name)

(Title)

(Date)

SECTION H—SPECIAL CONTRACT REQUIREMENTS

EMERGENCIES

Fire Plan

See Section J, Fire Plan

Not applicable; however, Contractors are required to comply with State law during fire season.

Area of Responsibility for Fire. Unless otherwise noted elsewhere in the contract, the following define the limits of a contractor's area of responsibility for fire under the terms of the Fire Plan (Section J):

(a) Trail Construction — 100 meters on either side of the centerline

(b) Construction of Structures — 100 meters around the perimeter of the project

(c) Road Construction — 400 meters on either side of the centerline

(d) Special for this project:

UTILITY SERVICES

NONE

SUPERINTENDENCE BY CONTRACTOR

In addition to Clause 52.236-6, the following applies: The name and the specific authorities of the foreman or superintendent must be designated in writing to the Contracting Officer. The Contractor may use his/her own prepared letterhead stationery or a "Designation of Contractor's Representative" form available from the Contracting Officer. If the Contractor or the designee is not present when work is being performed on the contract, a Suspend Work Order may be issued with contract time continuing to run. The Contractor shall have a person on-site that is fully conversant in the English language.

LOSS, DAMAGE OR DESTRUCTION

Equipment Furnished with Operator. The Government shall not be liable for loss, damage, or destruction of equipment furnished under this contract except for such loss, damage, or destruction resulting from the negligent or wrongful act(s) of Government employee(s) while acting within the scope of their employment.

Other. Even though this contract may provide for performing services at the direction of Government personnel, the contract is not for personal services, and neither the Contractor nor his or her personnel are Government employees. The Government assumes no liability for injury occurring to Contractor personnel or to third parties, or for loss, damage, or destruction involving third parties' property as a result of the Contractor's operation. Except that the Government is liable for such loss, damage, or destruction resulting from the negligent or wrongful act(s) of Government employee(s) acting within the scope of their employment.

CAMPING PERMIT COMPLIANCE

Contractor shall comply with all terms and conditions of any camping permit issued to allow use of premises. Any non-compliance will result in suspension of work until compliance is achieved.

ARCHAEOLOGICAL AND HISTORIC SITES

Location of known archaeological, historic, or pre-historic materials—such as Native American artifacts and/or historic mining, logging, or fur trapping remains protected by the American Antiquities Act (16 USC 433)—will be identified for the contractor before work commences.

SPILL PLAN

If the total oil or oil products storage exceeds **1,320 gallons** or if any single container exceeds a capacity of **660 gallons**, the Contractor shall prepare and implement a **Spill Prevention and Countermeasures (SPCC) Plan**. Such plan shall meet applicable EPA requirements (40 CFR 112), including certification by a registered professional engineer. The Contractor under the direction of the Contracting Officer, or in the absence of said officer, acting independently, shall immediately take action to contain and clean up, without expense to the Government, all petroleum products spills on or in the vicinity of the project which are caused by the Contractor's employees directly or indirectly as a result of contract operations. The Contractor may be held liable for all damages and costs of additional labor, subsistence, equipment, supplies, and transportation deemed necessary by the Government for the containment and clean up of petroleum products spills caused by Contractor's employees or resulting from contract operations. The Contractor shall immediately report all petroleum products spills to the Contracting Officer.

EQUIPMENT CLEANING

All off-road equipment used on this project shall be washed before moving into the project area so that the equipment is free of soil, seeds, vegetative material, or other debris that could contain or hold seeds of noxious weeds. "Off-road equipment" includes all logging and construction equipment and such brushing equipment as brush hogs, masticators, and chippers; it does not include log trucks, chip vans, service vehicles, water trucks, pickup trucks, and similar vehicles not intended for off-road use.

Equipment will be considered clean when visual inspection does not reveal soil, seeds, plant material, or other such debris. Disassembly of equipment components or specialized inspection equipment is not required. Contractor shall notify the Contracting Officer at least five days in advance of moving equipment in so that arrangements can be made for inspection.

If the project area is known to contain noxious weeds, the equipment shall be cleaned before moving to other Forest Service system lands which do not contain noxious weeds.

SECTION I — CONTRACT CLAUSES

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

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

www.acquisition.gov/far/

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.202-1	Definitions (NOV 2013)
52.204-4	Printed or Copied Double- Sided on Recycled Paper (MAY 2011)
52.204-7	System for Award Management (OCT 2018)
52.204-19	Incorporation by Reference of Representations and Certifications. (DEC 2014)
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)
52.211-6	BRAND NAME OR EQUAL (AUG 1999)
52.211-10	Commencement, Prosecution, and Completion of Work (Apr 1984)
52.211-18	Variation in Estimated Quantity (APR 1984)
52.213-4	Terms and Conditions – Simplified Acquisitions (Other Than Commercial Items)(Jan 2019)
52.215-8	Order of Precedence—Uniform Contract Format. (OCT 1997)
52.217-7	Option for Increased Quantity—Separately Priced Line Item. Fill In (within 60 days after award)
52.219-6	Notice of Total Small Business Set-Aside. (NOV 2011)
52.222-6	Construction Wage Rate Requirements (Aug 2018)
52.222-7	Withholding of Funds (MAY 2014)
52.222-8	Payrolls and Basic Records (Aug 2018)
52.222-9	Apprentices and Trainees (JUL 2005)
52.222-10	Compliance with Copeland Act Requirements (FEB 1988)
52.222-11	Subcontracts (Labor Standards) (MAY 2014)
52.222-12	Contract Termination — Debarment (MAY 2014)
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations. (MAY 2014)
52.222-14	Disputes Concerning Labor Standards (FEB 1988)
52.222-15	Certification of Eligibility (MAY 2014)
52.222-26	Equal Opportunity (SEPT 2016)
52.222-27	Affirmative Action Compliance Requirements for Construction (APR 2015)
52.223-1	Biobased Product Certification (MAY 2012)
52.223-2	Affirmative Procurement of Biobased Products under Service and Construction Contracts (September 2013).
52.223-3	Hazardous Material Identification and Material Safety Data (JAN 1997)
52.225-9	Buy American—Construction Materials. (MAY 2014)
52.225-10	Notice of Buy American Requirement—Construction Materials. (MAY 2014)

- 52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications. (Aug 2018)
- 52.227-1 Authorization and Consent (DEC 2007)
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)
- 52.227-4 Patent Indemnity — Construction Contracts (DEC 2007)
- 52.228-2 Additional Bond Security (OCT 1997)
- 52.228-11 Pledges of Assets (Aug 2018)
- 52.228-12 Prospective Subcontractor Requests for Bonds (MAY 2014)
- 52.228-13 **Alternative Payment Protections. Fill in below**
 - (i) A payment bond.
 - (ii) An irrevocable letter of credit (ILC).
 - (iii) A tripartite escrow agreement. The prime contractor establishes an escrow account in a federally insured financial institution and enters into a tripartite escrow agreement with the financial institution, as escrow agent, and all of the suppliers of labor and material. The escrow agreement shall establish the terms of payment under the contract and of resolution of disputes among the parties. The Government makes payments to the contractor’s escrow account, and the escrow agent distributes the payments in accordance with the agreement, or triggers the disputes resolution procedures if required.
 - (iv) Certificates of deposit. The contractor deposits certificates of deposit from a federally insured financial institution with the contracting officer, in an acceptable form, executable by the contracting officer.
 - (v) A deposit of the types of security listed in 28.204-1 and 28.204-2.
- 52.228-14 Irrevocable Letter of Credit (NOV 2014)
- 52.232-5 Payments under Fixed-Price Construction Contracts (May 2014)
- 52.232-16 Progress Payments (APR 2012)
- 52.232-18 Availability of Funds (APR 1984)
- 52.232-23 Assignment of Claims (MAY 2014)
- 52.232-27 Prompt Payment for Construction Contracts (JAN 2017)
- 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)
- 52.236-14 Availability and Use of Utility Services (APR 1984)
- 52.236-17 Layout of Work (APR 1984)
- 52.236-21 Specifications and Drawings for Construction (FEB 1997)

- 52.236-26 Preconstruction Conference (FEB 1995)
- 52.243-5 Changes and Changed Conditions. (Apr 1984)
- 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)

AGRICULTURE ACQUISITION REGULATION (48 CFR CHAPTER 4) CLAUSES

- 452.228-70 Alternative Forms of Security (NOV 1996) Fill in: USDA Forest Service**
- 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)

Order of Precedence--Construction

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

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

SECTION J--LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

ATTACHMENTS

Attachment No.	Description (All documents uploaded separately and included in the solicitation)	Pages Included
1	Wage Determination Letter	1
2	D51 Fences Maps	4
3	Staple installation specification	1
4	Water gab specification	1
5	Wire gate specification	1
6	Fire Plan	9
7	Walk through gate detail	1

STATE OF CALIFORNIA HUD REQUIREMENTS

State of California Department of Housing and Community Development
Required Bid and Contract Language for Funding Provided under Agreement 16-NDR-11694
(For Construction Contracts Only)
Updated: June 28, 2018

The following provisions are hereby incorporated into every bid document, contract, subcontract, or agreement, regardless of how titled, between the United States Forest Service ("USFS") and any contractor or subcontractor in connection with the provision of services or the performance of construction work for the Forest and Watershed Health Program ("FWHP") described in that certain Cooperative Endeavor Agreement ("CEA"), 16-NDR-11694, dated September 26, 2017 between the California Department of Housing and Community Development ("HCD") and the USFS. The CEA governs the use of funding provided to HCD by the Department of Housing and Urban Development ("HUD") under their Community Development Block Grant ("CDBG") National Disaster Resilience ("NDR") funding award to HCD.

1. Compliance with Laws and Regulations

Contractors who contract with the United States Forest Service ("USFS") shall comply with all policies, guidelines, processes, procedures, rules, and requirements of the Federal Acquisition Regulation, 48 CFR Chapter 1, et seq. ("FAR"), as the same may be amended from time to time, as well as all federal, state, and local laws, rules, regulations, ordinances, and guidelines that govern or are otherwise applicable to the FWHP activities described in the CEA.

2. State Labor Standards

A. Where CDBG-NDR funds are being provided through a USFS construction contract and are used for construction work, or in support of construction work, USFS' contractors and subcontractors shall comply with the requirements of all applicable state or federal prevailing wage laws to which the contracted work is subject. In that regard, USFS shall determine, and its contractors and subcontractors shall pay as directed by USFS, the higher of either (i) the California state prevailing wages set forth in Section 1720, et seq. of the California Labor Code ("LC"), or (ii) the federal prevailing wages set forth in Davis-Bacon and Related Acts (*see, e.g.*, 40 U.S.C. 3141, et seq.).

B. For the purposes of this requirement, the term "construction work" includes, but is not limited to, rehabilitation, alteration, demolition, installation or repair done under contract and paid for, in whole or in part, through this contract. All construction work shall be done through the use of a written contract with a duly licensed contractor incorporating these requirements (the "construction contract"). Where the construction contract will be between USFS and a licensed contractor, USFS shall serve as the "awarding body" as that term is defined in the LC. When CDBG-NDR funds are provided to a third party that enters into the construction contract,

the third party shall serve as the "awarding body." Prior to any disbursement of funds, including but not limited to the release of any final retention payment, USFS will require a written certification (or other appropriate documentation) from the awarding body confirming that the higher of state prevailing wages or federal Davis-Bacon and Related Acts prevailing wages, as determined by USFS, have been paid in compliance with the terms hereof and applicable law.

3. Anti-Lobbying Certification

All contractors and subcontractors are required to make an anti-lobbying certification and to disclose their lobbying efforts. Accordingly, by executing this agreement, the undersigned hereby certifies, to the best of his or her knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4. Contractors and Subcontractors

- A. Contractors or subcontractors shall at all times during the term hereof:
 - 1) Possess and maintain all necessary licenses, permits, and authorizations required for the work or service being performed hereunder, and provide satisfactory proof of the same to USFS prior to commencement of any work;
 - 2) Maintain at least the minimum State-required Workers' Compensation Insurance covering all employees performing FWHP activities hereunder, and provide satisfactory proof of the same to USFS prior to the commencement of any work; and
 - 3) Perform all FWHP activities in accordance with all applicable federal, state, and local laws, regulations, ordinances, and building codes, as the same may be

amended from time to time.

5. Access to Records

Contractors and subcontractors shall, at all times during the term of this agreement, provide to HCD, HUD, the State, the Comptroller General of the United States, the California State Auditor, and/or any of their duly authorized representatives, access to any books, documents, papers, and records for the purpose of making audits, examinations, excerpts, and transcriptions pursuant to 2 CFR Part 200.336.

Contractor acknowledges that the USFS will be retaining all financial records, supporting documents, statistical records, and all other records pertinent to FWHP activity implementation and NDR compliance under this agreement for a period of five (5) years after HCD closeout of the CEA.

6. Energy Policy and Conservation Act

This agreement is subject to mandatory standards and policies relating to energy efficiency, which are contained in the State Energy Conservation Plan, issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94 163, 89 Stat. 871).

7. Procurement of Recovered Materials

Contractors and subcontractors must comply with section 6002 of the Solid Waste Disposal Act (42 U.S.C. 6901, et seq.), as amended by the Resource Conservation and Recovery Act (42 U.S.C. 6962, et seq.) by procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

8. Debarment

HUD funds may not be used to directly or indirectly employ, award contracts to, or otherwise engage the services of any contractor or subcontractor during any period of debarment, suspension or placement of ineligibility status. Prior to entering into any contract, all contractors, subcontractors, and lower tier contractors will be verified against the Federal publication that lists debarred, suspended, and ineligible contractors.

Executive Order 12549, "Debarment and Suspension," (2 CFR Part 180) provides that awards cannot be made to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs.

9. Section 3 Requirements: Procurement for Contracts and Subcontracts at or above \$100,000

A. The work to be performed under this procurement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C 1701u ("Section 3"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall be, to the greatest extent feasible, directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

- B. Parties receiving CDBG-NDR funds shall be required as part of their contract with the USFS to comply with HUD's regulations in 24 CFR Part 135 ("Part 135"), which implement Section 3. By signing this agreement, contractor or subcontractor certifies that they are under no contractual or other impediment that would prevent them from complying with Part 135.
- C. Contractors and subcontractors shall send to each labor organization or representative of workers with which the contractor or subcontractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the commitments under this Section 3 provision, and must post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
- D. Contractors shall include this Section 3 provision in every subcontract to ensure compliance with Part 135, and agree to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 provision, upon a finding that the subcontractor is in violation of the Part 135 regulations. Contractor shall not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the Part 135 regulations.
- E. Contractor shall certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the Part 135 regulations require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under Part 135.
- F. Noncompliance with Part 135 regulations may result in sanctions, termination of any contractual agreements for default, and debarment or suspension from future HUD-assisted contracts.
- G. Contractor is responsible for completing all reporting regarding Section 3 new hires and Section 3 Businesses. A sample Section 3 new hire chart and eligibility form is provided. Documentation of Section 3 outreach efforts shall also be required if new hires are required. New hire eligibility forms must be collected as hiring takes place.
- H. Section 3 Businesses must complete the Section 3 Business Eligibility Form, if applicable. A "Section 3 Business" is defined as:
- A business which is 51% owned by Section 3 residents; or
 - A business in which 30% of its permanent employees are or were Section 3 residents; or
 - A business which makes a commitment to subcontract in excess of 25% of the dollar award to a Section 3 business.

Section 3 Numerical Goals/Targets:

- A. The target for New Hires & Training Opportunities is 30% of the aggregate number of new hires.
- B. The target for construction contracts with Section 3 Business Concerns is 10% of the total dollar amount. The goal is 3% of the total dollar amount of all other Section 3 covered contracts.

