AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF	PAGES
	1		5

2. AMENDMENT/MODIFICATION NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER *(If applicable)*
A00002	08/04/2026		

6. ISSUED BY CODE

USDA FOREST SERVICE
PROCUREMENT OPERATIONS
CONSTRUCTION AND A-E, DIVISION WEST

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(Number, street, county, State and ZIP Code)*

ALL INTERESTED OFFERORS

CODE | FACILITY CODE

(X)

☒ 9A. AMENDMENT OF SOLICITATION NUMBER: 127EAW26Q0050

9B. DATED *(SEE ITEM 11)*: 07/22/2026

☐ 10A. MODIFICATION OF CONTRACT/ORDER NUMBER

10B. DATED *(SEE ITEM 13)*

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.

CHECK ONE	
☐	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
☐	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
☐	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
☐	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☐ is not ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (*Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

This purpose of this amendment is to post RFI respsonses.

Attached is "127EAW26Q0050 - RFI Log" which is hereby incorporated into any subsequent contract award. Failure to use the revised documents and requirements revised within will result in your proposal being non-responsive.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		GREGORY L. CUNNINGHAM	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	

PROJECT 127EAW26Q0050 - Ash Creek Helispot Construction

RFI responses will be responded to as necessary in amendment format which will be posted to the solicitation via beta.SAM.gov. All Request for Information (RFI's) shall be submitted ONLY to the Contracting Officer at Gregory.Cunningham@usda.gov, in writing using attached RFI log.

Telephone requests for information will not be accepted or returned

Updated 8/4/2026 15:50

RFI #	RFI Question	Government RFI Response	Notes
1	What is the engineer's estimate for this solicitaiton?	The engineers estimate is not releasable and "FAR 36.204 Disclosure of the magnitude of construction projects" is no longer applicable under the FAR Overhaul (https://www.acquisition.gov/far-overhaul).	
2	Insurance requirements for this contract are not decsribed in the schedule or elsewhere in the contract. Please provide a descriptionof insurance requirements required for this contract.	☒ 52.228-5Insurance-Work on Government Installation (Jan 1997) Commercial General Liability: $500,000.00 or more Workers' Compensation: $500,000.00 or more Automobile Liability: $500,000.00 or more	
3	Will a bid Bond or bider's bond be required for submition with thhe bid for this contract? If a bid bond is required what is the percentage required and does the owner have a specific bid bond form?	Yes, The amount of the bid guarantee shall be 20% percent of the bid price or $1,000,000.00, whichever is less.	
4	Please provide the Caltrans encroachment permit so that the contractors can bid on the actions described in the permit that will be required of contractors.	Refer to the response to RFI No. 27. The Caltrans encroachment permit has not yet been issued. The project team does not anticipate significant changes that would affect the current plans or contractor responsibilities. If Caltrans requires modifications that impact the construction documents or scope, the Forest Service may issue a change order to incorporate those revisions. Contractors should base their bids on the plans and specifications as provided.	
5	Are there specific insurance requirements which must be met for this contract? FAR 52.228-5 is referenced won Page 7 of the Solicitation, however, that clause states: "The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract." We have not identified any specific requirements elsewhere within contract documents.	☒ 52.228-5Insurance-Work on Government Installation (Jan 1997) Commercial General Liability: $500,000.00 or more Workers' Compensation: $500,000.00 or more Automobile Liability: $500,000.00 or more	
6	Is there an estimated Magnitude of Construction established for this contract?	The engineers estimate is not releasable and "FAR 36.204 Disclosure of the magnitude of construction projects" is no longer applicable under the FAR Overhaul (https://www.acquisition.gov/far-overhaul).	
7	The bid schedule includes two quantity columns ("Quantity" and "Estimated Qty") and two unit columns ("Unit" and the corresponding measurement unit such as AC, CY, LF, etc.). For bidding purposes, should our unit prices be based on the Quantity column with the LS/EA bid units, or should pricing be developed using the Estimated Qty and corresponding measurement units (AC, CY, LF, etc.)?	Revised Schedule of Items has been posted with Amendment A00001	
8	THERE ARE OLD HYDRANTS ON SITE, IS THERE AN EXISITING FEED FROM THE GUARD STATTION? COULD A NEW FEED BE PULLED THROUGH IT IF SO?	Refer to the response to RFI No. 17. The project has live water onsite with a line that passes by the guard station as shown on the plans that will continue to function. Project plans show the intended construction of additional water line around the helipad and hydrants, but no new feed will be pulled under the highway. Contractor should construct new double check valve next to guard station before utilizing water for project, to protect water system from contamination.	
9	THERE ARE REFERENCES TO ASPHALT, HOWEVER I SEE NONE CALLED FOR ON THE PLANS. IS THIS JUST A GENERIC WORDED REFERENCE?	There is no longer asphalt on the project, only gravel. Asphalt was removed from the project due to funding constraints but there are some lingering references in the plans. References to paving refer to gravel paving now.	
10	SPECS REFERENCE ALSO ASPHALT AREA TO HAVE SOIL CEMENT INFUSED. IS THIS A REQUIREMENT FOR THIS PHASE OF WORK?	There is no asphalt included in this phase of work. The asphalt was removed from the project due to funding constraints, and some references to asphalt and soil-cement treatment remain in the plans and specifications. These references are no longer applicable. The project now includes gravel surfacing only.	
11	Is the quantity of 6,700-cy for Item C based on the final measurement of the excavation or embankment quantity? Is the Overexcavation excavation/embankment quantity included in the 6,700-cy?	Question 1) The 6,700 CY is the total quantity for Item C and represents the combined earthwork volume associated with the overexcavation below the helipad area and the engineered fill placed (including compaction and grading) to rebuild the subgrade to the final design elevations. This quantity includes the overexcavation and the corresponding replacement embankment—no separate measurement or payment is made for those components. Question 2) Yes. The overexcavation and the replacement embankment (including scarification, fill placement, compaction, and grading) are included in the 6,700-CY for Item C. No separate measurement or payment is made for overexcavation or the embankment needed to rebuild the subgrade.	

12	Note 2 on Plan Sheet 2 calls for a relative compaction of 95% based on modified Proctor ASTM D1557, the Statement of work calls for Compaction Method 2. Which method will be required for the embankment?	Both requirements apply. The embankment must achieve a minimum of 95% relative compaction based on Modified Proctor ASTM D1557 as shown on Plan Sheet 2. Compaction Method 2 per FSSS is the required procedural method for moisture conditioning and roller operations, but acceptance will be based on meeting the 95% Modified Proctor density.	
13	Can the screened-off organic and deleterious material be utilized to reclaim the borrow site, or does it have to be hauled off site?	Yes. Non-woody organic and deleterious material may be placed back into the borrow site as part of site reclamation. Woody organic material shall be stockpiled separately at a location designated by the USFS for future burning. Screened organic and deleterious material does not need to be hauled off-site.	
14	The proposed construction activities appear to occur outside the Highway 89 traveled way. Please clarify when temporary traffic control will be required for work within the Caltrans right-of-way and for construction traffic entering and exiting the project site. Please identify the specific measures required, including whether advance-warning signs and/or flaggers will be necessary.	The majority of the work is anticipated to occur outside the traveled way of State Route 89 as indicated on the construction drawings. Temporary traffic control is anticipated to be required only when the Contractor's operations affect the State Route 89 traveled way, shoulders, or otherwise encroach within the Caltrans right-of-way in a manner requiring traffic control. The Contractor shall be solely responsible for evaluating its operations and means and methods, and for providing all temporary traffic control necessary to safely perform the work, including construction vehicle ingress and egress, in accordance with applicable Caltrans and Pacific Corps requirements and all applicable laws, regulations, permits, and standards. The specific traffic control measures to be implemented, including but not limited to advance warning signs, flaggers, lane closures, or other traffic control devices, shall be determined by the Contractor based on its means and methods and any applicable permit requirements.	
15	Please clarify whether organic, deleterious, and otherwise unsuitable material generated by clearing, grubbing, and soil screening may be burned onsite, subject to the project Fire Plan and applicable permits and air-quality requirements. If onsite burning is not permitted, please identify whether the material may be chipped, stockpiled, or spread onsite at a location approved by the COR, or whether offsite disposal is required	Any organic, deleterious, or otherwise unsuitable vegetative material generated by clearing, grubbing, or soil screening shall be stockpiled onsite, off to the side, at a location designated by the COR for future burning by USFS, or may be chipped and spread onsite for erosion control as approved by the COR. All handling and stockpiling of this material shall comply with the Project Fire Plan and applicable fire-safety requirements. Material that cannot be managed onsite in accordance with these requirements, or as coordinated with the District Ranger, shall be removed and disposed of offsite in accordance with applicable laws and regulations.	
16	Please clarify whether the Contractor must clear, screen, and grade the entire borrow area shown on the Borrow Excavation Exhibit, or only the portion necessary to obtain the required quantity of suitable engineered fill. Please also confirm whether final grading is required across the entire designated borrow area or only within the portion disturbed by borrow excavation.	The Borrow Excavation Exhibit identifies the area within which borrow excavation is authorized and may occur; it does not require disturbance of the entire designated borrow area. The Contractor shall clear, grub, screen (as necessary), excavate, and grade only the portion of the borrow area required to obtain the quantity of suitable engineered fill necessary to complete the Work. Upon completion of borrow operations, the Contractor shall perform final grading only within those portions of the borrow area disturbed by its operations, leaving the site in a neat, stable condition consistent with the Contract requirements.	
17	The Contractor is responsible for providing water. Please confirm whether the existing onsite water system may be used for construction activities and testing, including any restrictions or charges.	Refer to the response to RFI No. 8. The existing onsite potable water system may be used by the Contractor for construction activities, including testing, after the Contractor installs the required double check valve assembly adjacent to the guard station. The Contractor shall furnish, install, maintain, and test the double check valve assembly as required, and shall be solely responsible for all equipment, connections, hoses, fittings, valves, temporary piping, permits, and any other means and methods necessary to utilize the water supply. Water will be made available at no cost to the Contractor. The Contractor shall protect the potable water system from contamination and shall be responsible for any damage to the water system resulting from its operations. The Contractor shall protect the potable water system from contamination and shall be responsible for any damage to the water system resulting from its operations. Non-potable water may be drafted from nearby Tate Creek at the Nursery Bridge.	
18	Statement of Work Section 9.0 states "Contractor is solely responsible for security of equipment, materials, and possessions. Government assumes no liability for contractor use of staging or laydown areas," and Section 13.0 states "The Contractor shall be responsible for securing all tools, materials, and equipment during construction." The Schedule of Items contains no line item for site security. Please confirm whether the cost of that security obligation is to be included in Item A Mobilization, distributed across the base bid items, or whether the Government will add a separate line item or option item for construction site security, consistent with the option item structure already used for Items Q and R.	No separate bid item or option item will be added for construction site security. Construction site security is considered incidental to the Work, and all costs associated with the Contractor's responsibility for securing its equipment, materials, tools, staging areas, laydown areas, and other property shall be included in Item A – Mobilization.	

19	Statement of Work Section 5.0 states "The contractor shall be responsible for obtaining permission to use all other roads and staging areas," and Section 9.0 states the Government "assumes no liability for contractor use of staging or laydown areas." No staging or laydown location is designated in the solicitation. Please identify any staging or laydown area available to the Contractor at or near the Ash Creek Helispot, and confirm whether the project site and the Forest Service roads serving it remain open to public access outside the Contractor's working hours.	The project site may be used by the Contractor for staging and laydown activities within the limits necessary to perform the Work and as coordinated with the COR. No separate Government-furnished staging or laydown area is provided. The Ash Creek Guard Station is a year-round fire station and is not available for Contractor use and does not provide secure storage for equipment or materials. If the Contractor requires secure storage, it shall furnish its own means of securing equipment and materials (e.g., temporary fencing, lockable storage containers, or similar facilities) at its own expense. Forest Service roads in the vicinity of the project site remain subject to normal seasonal management and may be closed during the winter. State Route 89 is maintained year-round by Caltrans. The project entrance road serving the Ash Creek Helispot may be secured or closed by the Contractor as necessary to protect the Work, equipment, and materials and to ensure public safety during the construction period. The Contractor shall maintain access as necessary for Government personnel, emergency responders, and other authorized personnel.	
20	Statement of Work Section 6.0 provides that, with approval from the District Ranger, camping or the use of RV trailers may be permitted onsite at the Ash Creek Guard Station. Please confirm whether the Ash Creek Guard Station is occupied or staffed during the period of performance, and whether any Government presence, gate, or access control covers the work site, staging areas, and stored materials outside working hours, or whether the site is unattended during those hours.	The Ash Creek Guard Station is occupied and staffed year-round. This presence does not provide security or access control for the work site, staging areas, or Contractor-owned equipment and materials, and the Guard Station facilities are not available for Contractor use or storage. The Government does not provide security for the work site, staging areas, or stored Contractor equipment and materials outside the Contractor's working hours. As stated in the Contract, the Contractor is solely responsible for securing its equipment, materials, tools, and other property. As described in Statement of Work Section 6.0, the Government may permit the Contractor to camp or place self-contained RV trailers in a designated area near the Ash Creek Guard Station, subject to prior written approval from the District Ranger and any conditions established by the Government. Such approval, if granted, does not provide access to or use of the Guard Station facilities. Requests for camping, RV placement, temporary storage areas, or similar accommodations cannot be approved in advance through the RFI process, because approval depends on specific details such as schedule, number of personnel, equipment, footprint, and other pertinent information. The Contractor may install a temporary gate at the project site entrance road, temporary fencing, or temporary storage areas, subject to coordination and approval by the District Ranger. Additional USFS locations for material delivery or storage may also be approved based on the Contractor's specific request. For reference, full-connection RV hookups are available in the town of McCloud, approximately 11 miles from the project site.	
21	As per FAR 36.204 what is the size of solicitation 127EAW26Q0050 or range of cost.	The engineers estimate is not releasable and "FAR 36.204 Disclosure of the magnitude of construction projects" is no longer applicable under the FAR Overhaul (https://www.acquisition.gov/far-overhaul).	
22	Confirm that 6,700 Cy of overexcavation under bid item C is insufficient and that as per the summary of quantities on drawing sheet 4 an additional 3,200 CY of borrow is required?	No. The 6,700 CY of overexcavation identified for Item C is not insufficient. The Summary of Quantities on Drawing Sheet 4 identifies approximately 6,700 CY of overexcavation and approximately 3,200 CY of borrow excavation, both of which are components of Statement of Work Item C. These quantities are included within the single combined bid item described in the Statement of Work. No separate bid item or additional payment will be made for the borrow excavation identified on Drawing Sheet 4.	
23	Refer to RFI No. 2. If an additional 3,200 CY is required how is it paid for?	Refer to the response to RFI No. 22. No additional bid item or payment is provided for the approximately 3,200 CY of borrow excavation shown on Drawing Sheet 4. The overexcavation and borrow excavation are both components of Statement of Work Item C and shall be included in the Contractor's bid price for Item C. No separate measurement or payment will be be made for the individual components.	
24	Under attachment 1. Statement of Work refer to "Descriptions for Schedule of Items C) h." There, it requires Compaction shall be 95% relative compaction at optimum moisture content. Compaction Method 2 per FSS. Method 2 per FSS does not require in place density testing. Confirm no in place density testing will be required by a certified laboratory or Geotechnical firm provided by the contractor.	Refer to response for RFI No 12. No. Compaction Method 2 of the Forest Service Standard Specifications establishes the required procedures for moisture conditioning, lift placement, and compaction operations. In addition, the Contract requires the embankment to achieve a minimum of 95% relative compaction at optimum moisture content based on Modified Proctor ASTM D1557, as shown on the Project Plans and specified in Statement of Work Item C(h). The Contractor shall provide the in-place density testing necessary to demonstrate compliance with the specified compaction requirements.	

25	The last sentence of Note 1 of sheet 2 requires fence/posts, tree roots, concrete rubble and buried pipes shall be excavated, removed and disposed away from government land. Please allow tree roots and organic matter to remain on-site and spread uniformly away from the work area. This includes clearing of grass and other deleterious materials. Manmade objects will be removed.	Approved in full. Manmade materials, including fence posts, concrete rubble, buried pipe, and other debris, shall be excavated, removed, and disposed of off Government land in accordance with the Contract. Organic materials generated by clearing and grubbing, including tree roots, grass, brush, and other vegetative or deleterious material, may be chipped, spread, stockpiled, or otherwise managed onsite at locations approved by the COR, subject to the Project Fire Plan and other Contract requirements. Woody organic material suitable for burning shall be stockpiled onsite, off to the side, at a location designated by the COR for future burning by the Forest Service. Offsite disposal of organic materials is not required unless directed by the COR.	
26	Is Permanent Erosion Control Required ? For example, hydroseeding. If yes, provide direction.	Permanent erosion control is required under FSSS Section 157.04, which directs the Contractor to submit a plan identifying permanent and temporary erosion control measures prior to construction. The Statement of Work does not specify any particular permanent erosion control treatments (such as hydroseeding). The Contractor shall propose appropriate permanent erosion control methods — such as hydroseeding, native seeding, mulching, or other suitable treatments — in the required erosion control plan. The selection of permanent erosion control methods will depend on the Contractor's means and methods, site conditions, and the season in which the work occurs. Proposed measures must be suitable for the work schedule, expected weather patterns, vegetation establishment windows, and soil conditions. All proposed measures are subject to review and approval by the COR.	
27	Under attachment 1. "Statement of work." 8.2. The last bullet point states, The Contractor shall be responsible for compliance with the USFS-supplied Caltrans Right-of-Way permit for this project. Please provide a copy of this permit so as to be in compliance. In addition, is the USDA Forest Service required to obtain an encroachment permit from Caltrans? If yes, please provide this encroachment permit	See the response to RFI No. 4. The "Caltrans Right-of-Way permit" referenced in Statement of Work Section 8.2 is the Caltrans Encroachment Permit; these references concern the same permit, and no separate right-of-way permit is required. The USDA Forest Service is responsible for obtaining the permit. Because it has not yet been issued, it cannot be provided with the solicitation. Contractors shall base their bids on the Contract Documents as provided. If Caltrans requires modifications that materially affect the construction documents or scope of work, the Forest Service may issue an appropriate contract modification or change order, if warranted, to incorporate those revisions.	
28	Is the contract awarded on the base bid or base bid plus option tasks?	The Contract will be awarded based on the Base Bid. Option Items may be exercised by the Government in accordance with the terms of the Contract but are not included in the basis for award.	
29	Under attachment 1. "Statement of work." Item D Furnish and Place Class 2 Aggregate Base (All areas except Loop Road) . Please identify Loop Road Area?	The "Loop Road Area" is the area shown within the blue polygon on Plan Sheet 6, the red arrows show the start and finish edges. Furnishing and placing Class 2 Aggregate Base within the Loop Road Area where vehicles would turn around is not included in Item D; it is included under the applicable option item. Item D applies to the aggregate base work for just the entrance road and around the helipad on the Project Plans, excluding the Loop Road Area.	
30	Under attachment 1. Statement of Work refer to "Descriptions for Schedule of Items D) a." There, it requires Compaction shall be 95% relative compaction at optimum moisture content. Compaction Method 2 per FSS. Method 2 per FSS does not require in place density testing. Confirm no in place density testing of Class II aggregate base will be required by a certified laboratory or Geotechnical firm provided by the contractor.	See the responses to RFI Nos. 12 and 24. The same compaction and acceptance requirements apply to Statement of Work Item D. Compaction Method 2 of the Forest Service Standard Specifications establishes the required procedures for moisture conditioning, lift placement, and compaction operations. In addition, the Class 2 Aggregate Base must achieve a minimum of 95% relative compaction at optimum moisture content, as specified in the Contract Documents. The Contractor shall provide the in-place density testing necessary to demonstrate compliance with the specified compaction requirements.	