



United States Department of the Interior

NATIONAL PARK SERVICE
DENVER SERVICE CENTER
12795 W. Alameda Parkway
P.O. Box 25287
Denver, Colorado 80225-0287

IN REPLY REFER TO:
D5217 (DSC-CM)

September 24, 2002

Remcon, Inc.
P.O. Box 758
751 Wakefield Court
Oakdale, CA 95361
Fax Number: (209) 847-9189

Dear Mr. Christensen

VIA FACSIMILE (209) 847-9189

Reference: Sequoia & Kings Canyon National Park, Tulare County, California, Contract No. 1443CX8000010903, Giant Forest, Sherman Tree Parking, Package No. SEKI-200Q

Subject: Letter of Rejection, Upper Sherman Comfort Station Wood Siding

It has been brought to my attention that the wood siding currently installed at the Upper Sherman Comfort Station does not conform to contract document requirements. Specifically, the siding does not conform to Specification Section 06200, Paragraph 2.3. C. which states that "Horizontal Siding shall be clear vertical grain, all heart redwood 10-inch nominal 1-1/4-inch rabbited saw-textured (band) bevel siding (S1S2E) as described by the California Redwood Association." Further, during the evaluation of your Submittal 98 no variance from the specification was reviewed nor approved.

In accordance with contract clause entitled "Inspection of Construction" (FAR 52.246-12), we hereby request that you remove and replace flat grained siding with conforming material. In order to assist you, we are attaching information from the California Redwood Association that describes what the Contract Documents for this project require.

The Government requires that this nonconforming work be corrected within 10 business days from receipt of this letter.

The procedure to correct rejected work is as follows: The Contractor shall acknowledge receipt of the rejection letter and prepare a written response describing corrective actions within two business days. The Contractor will note receipt of this letter and describe the deficiency in the Contractor's Quality Control Daily Dairy. Upon approval of the method for corrective action from the Government, the Contractor shall commence work and correct the deficiencies within the time proposed. The Government shall retain sufficient funds from the Contractor's progress payments to correct the rejected work. If the Contractor does correct the deficiencies in the designated time, the Government may withhold an additional 10% from the Contractor's progress payment each month until the deficiencies have been corrected. The Contractor shall inform the Government, in writing, when the deficiencies have been corrected. The Government will re-inspect the previously rejected work to insure compliance with the Contract Documents. If the work is not satisfactory the above process is repeated. Acceptance of corrected work is covered by the final acceptance phase of the contract.

Please call me at 303. 969.2419 if you have any questions or require additional information regarding this matter. You may also contact or A/E Field Inspector at 559.565.4477.

Sincerely,

Wm. H. DeOcampo
Contracting Officer's Representative

Sample

bcc:
Reg. Dir., PNW Region
Supt., SEKI
SEKI, J. Vance
DSC-PM, Giller
DSC-CA, Keiscome
Jacobs, SEKI
DSC-FDC, DeOcampo & Bowling

Sample