

Department of Transportation
Federal Highway Administration
Central Federal Lands Highway Division

CA ERFO 4(1), 6(1)
Six Rivers – Lower Trinity
Routes 6N06, 7N02, 7N26, & 8N03
Six Rivers National Forest
Humboldt County, California

INVITATION FOR BID
HUBZone Small Business Set-Aside

This invitation for bid cites Federal Highway Administration
Specifications FP-03, 2003 U.S. Customary Units

Cut & Paste on Bid Submittal Envelope

OF-17 (cflhd7/03)
OFFER LABEL

FAR (48) CFR 53.214(g)
FAR (48) CFR 53.215-1(h)

NOTICE TO OFFEROR

1. THIS LABEL MAY ONLY BE USED ON ENVELOPES LARGER THAN 156 mm (6 ½ INCHES) IN HEIGHT AND 292 mm (11 ½ INCHES) IN LENGTH.
2. Print or type your name and address in the UPPER left corner of the envelope containing your offer.
3. Complete the bottom portion of this form and paste it on the lower left corner of the envelope, unless the envelope is 156 mm by 292 mm (6 ½ inches by 11 ½ inches) or smaller.

OFFER

SOLICITATION NO.

DATE FOR RECEIPT OF OFFERS

TIME FOR RECEIPT OF OFFERS

OFFICE DESIGNATED TO RECEIVE OFFERS

Contractor _____

Street Address _____

City/State/Zip _____

State: California

County: Humboldt County

Location: Six Rivers National Forest

Length: Schedule A = 0.239 miles

Type of Improvement: Grading, paving, drainage, MSE and Gabion walls

This solicitation is a total HUBZone Small Business Set-aside. Offers are solicited only from HUBZone Small Business Concerns. Offers received from concerns that are not HUBZone Small Business will be rejected.

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NOTICE TO BIDDERS AND OFFERORS

THIS SOLICITATION IS A TOTAL HUBZONE SMALL BUSINESS SET-ASIDE. OFFERS RECEIVED FROM OTHER THAN HUBZONE SMALL BUSINESS CONCERNS WILL BE REJECTED.

Before mailing your offer, please check the following:

- Your offer sets forth full, accurate, and complete information as required by this solicitation, including representations and certifications/bidders qualifications and acknowledgement of any amendments that may have been issued.
- You have completed the bid schedule and checked your bid figures, including calculations on your work sheets.
- You have provided the required minimum Bid guarantee in proper form and amount including Power of Attorney Affidavit. See FAR Provision 52.228-1.
- You have completed and signed all required documents.

INVITATION FOR BID BOOKLET

It is the responsibility of the bidder to verify that this solicitation booklet is complete as listed in the table of contents. Also, the bidder is responsible for submitting all required forms and documents with the bid.

Applicable FAR provisions and clauses in this IFB are incorporated by reference or full text. FAR provisions and clauses incorporated by reference can be accessed on the Internet at www.arnet.gov/far/. Bidders are strongly encouraged to review the provisions and clauses referenced in this document before submitting a bid.

Bidders **must** fill out and submit with their offers: (1) Pages A-1 and A-2 (2) B-1 through D-5 of the Invitation for Bid. The remaining pages shall be retained by the bidder for their information.

NOTICE TO BIDDERS AND OFFERORS
PERFORMANCE OF WORK REQUIREMENTS FOR HUBZONE CONTRACTS

§126.700 of the Code of Federal Regulations (Title 13, Part 126, Subpart G), states a qualified HUBZone SBC receiving a HUBZone contract for general construction must spend at least 50% of the cost of the contract incurred for personnel on its own employees or employees of other qualified HUBZone SBCs. This requirement may be met by expending at least 50% of the cost of the contract incurred for personnel on its employees or it may subcontract at least 35% of the cost of the contract performance incurred for personnel to one or more qualified HUBZone SBCs. A qualified HUBZone SBC prime contractor may not, however, subcontract more than 50% of the cost of the contract incurred for personnel to non-qualified HUBZone SBCs.

BONDING

FAR Provision 52.228-1, Bid Guarantee, requires a bid guarantee of not less than 20 percent of the amount of the bid (see page A-3). A bid bond from a corporate surety must be from a surety acceptable to the Government as appearing on the Department of the Treasury's list of approved sureties. The bid bond must have an original signature and an embossed seal for the surety. If a Power of Attorney is required with the bid bond, an original, photocopy or facsimile of an original Power of Attorney is sufficient evidence of authority to bind the surety. If the Power of Attorney form contains any language stating that the Power of Attorney can be revoked at any time, the document must contain an original signature or an embossed seal in the certification section.

Small business concerns, including minority business enterprises, may obtain assistance in securing necessary bonding for this project by contacting the office of the Small Business Administration located in their State.

ATTENTION: Minority, Women-owned, and Disadvantaged Business Enterprises (DBEs). The Department of Transportation (DOT), offers working capital financing and bonding assistance for transportation related contracts. DOT's Bonding Assistance Program (BAP) offers bid, performance and payment bonds on contracts up to \$1,000,000. DOT's Short-Term Lending Program (STLP) offers lines of credit to finance accounts receivable. Maximum line of credit is \$500,000 with interest at the prime rate. For further information, call (800) 532-1169. Internet address: <http://osdbuweb.dot.gov>.

INDIVIDUAL SURETIES

See FAR contract clause 52.228-11, Pledges of Assets.

UTILIZATION OF SMALL BUSINESS, HUBZone SMALL BUSINESS, SMALL DISADVANTAGED BUSINESS, WOMEN-OWNED SMALL BUSINESS, VETERAN OWNED, AND SERVICE-DISABLED VETERAN OWNED SMALL BUSINESS CONCERNS SUBCONTRACTING PROGRAM

FAR Clause 52.219-8, Utilization of Small Business Concerns states that Prime Contractors afford small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns the maximum practicable opportunity to participate in

NOTICE TO BIDDERS AND OFFERORS

performing contracts let by any Federal agency.

PROGRESS PAYMENTS

DFARS 204.7302, NASA, DOT and Treasury FAR Supplements, requires prospective bidders be registered in Central Contractor Registration (CCR) system prior to the award of a contract, basic agreement, basic ordering agreement, or blanket purchase agreement (Refer to FAR Clause 52.204-7, Central Contractor Registration). The DOT has partnered with the Department of Defense (DOD) to use the CCR system to obtain contractor financial electronic funds transfer (EFT) information.

FAR Clause 52.232-33, Payment by Electronic Funds Transfer -- Central Contractor Registration requires that the EFT information in the CCR must be accurate in order for contractors' invoices to be considered proper invoices for the purpose of prompt payment. Contractors must input and maintain their current EFT information.

To register in CCR, access the following DOD web site: www.ccr.gov

FAR Clause 52.232-5, Payments Under Fixed-Price Construction Contracts, states reimbursement will be made for premiums paid by the Contractor to obtain performance and payment bonds as required under this contract. As specified in the Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects (FP), Section 151, Mobilization, payment for performance and payment bond premiums will be included in the mobilization item and shall not be in addition to the contract price.

FAR Clause 52.232-27, Prompt Payment for Construction Contracts, states the due date for progress payments shall be the 14th day after receipt of a proper payment request by the Government's designated billing office. Bidders are advised to review Subsection 109.08, Progress Payments and Subsection 109.05, Scope of Payment of the FP concerning direct and indirect payments.

FACSIMILE OR TELEGRAPHIC BIDS ARE NOT AUTHORIZED FOR THIS SOLICITATION.

Bids may be modified or withdrawn by facsimile or telegraphic notice, if such notice is received by the time specified for receipt of bids. The Government will not be responsible for ANY failure attributable to the transmission or receipt of telegraphic or facsimile data.

FAX Number to submit modifications to bids for this project is (916) 498-5008.

SOLICITATION, OFFER AND AWARD <i>(Construction, Alteration or Repair)</i>	1. SOLICITATION NO. DTFH68-08-B-00015	2. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (<i>IFB</i>) <input type="checkbox"/> NEGOTIATED (<i>RFP</i>)	3. DATE ISSUED April 8, 2008	PAGE OF PAGES 1 OF 2
IMPORTANT - THE "OFFER SECTION ON THE REVERSE MUST BE FULLY COMPLETED BY OFFEROR.				
4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO. CA ERFO 4(1), 6(1), Six Rivers-Lower Trinity		
7. ISSUED BY: FEDERAL HIGHWAY ADMINISTRATION CENTRAL FEDERAL LANDS DIVISION 12300 WEST DAKOTA AVENUE, SUITE 167 LAKEWOOD, COLORADO 80228		CODE: 69050001	8. ADDRESS OFFER TO: Federal Highway Administration Attn: SCOTT MCHENRY 650 Capitol Mall, Suite 4-100 Sacramento, CA 95814	
9. FOR INFORMATION CALL SEE PAGE A-3	A. NAME: SEE PAGE A-3		B. TELEPHONE NO. (<i>Include area code</i>) SEE PAGE A-3	
SOLICITATION <i>NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."</i>				
10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS CONSTRUCTION OF CA ERFO 4(1), 6(1), SIX RIVERS – LOWER TRINITY, IN STRICT ACCORDANCE WITH: <ol style="list-style-type: none"> 1. FEDERAL ACQUISITION AND TRANSPORTATION ACQUISITION REGULATIONS (<i>FAR & TAR</i>) 2. DEPARTMENT OF LABOR, DAVIS BACON MINIMUM WAGE RATES (<i>See Section G</i>) 3. SPECIAL CONTRACT REQUIREMENTS (<i>See Section I</i>) 4. PLANS 5. BID SCHEDULE (<i>See Section B</i>) 6. STANDARD SPECIFICATIONS FOR CONSTRUCTION OF ROADS AND BRIDGES ON FEDERAL HIGHWAY PROJECTS, FP-03, 2003 See Subsection 104.04 of the FP for governing order of precedence <p style="text-align: right;">*ALL WORK MUST BE COMPLETED BY OCTOBER 1, 2008.</p>				
11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>*</u> calendar days after receiving <u> </u> award <u> </u> <input checked="" type="checkbox"/> notice to proceed. The performance period is <u> </u> <input checked="" type="checkbox"/> mandatory <u> </u> negotiable.				
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>) <u> </u> <input checked="" type="checkbox"/> YES <u> </u> <input type="checkbox"/> NO				12B. CALENDAR DAYS 10
13. ADDITIONAL SOLICITATION REQUIREMENTS: A. Sealed offers in original and <u> 0 </u> copies to perform the work required are due at the place specified in Item 8. by <u> 2:00 p.m. </u> local time on <u> MAY 13, 2008 </u> . 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 <u> x </u> is <u> </u> 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 <u> 60 </u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.				

Block 9: DATA AVAILABLE FOR REVIEW

The following materials are available electronically at www.cflhd.gov/procurement/construction/advertised-projects.cfm :

Geotechnical Design Report CA-FE-0004-07-01
Earthwork Summary

The following materials are available electronically:

Manual of Uniform Traffic Control Devices for Streets and Highways, (Current Edition published by U.S. Government Printing Office found at <http://mutcd.fhwa.dot.gov> .

AASHTO Manuals found at <http://fhwapap04.fhwa.dot.gov/index.jsp> under the Standard Specifications and Supplements link.

FP-03, Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects, 2003, found at <http://www.cflhd.gov/design/index.cfm#> under the Construction Specs tab.

Contractor Guidelines for Quality Control Plans and example QC Plans found at <http://www.cflhd.gov/design/index.cfm#> under the Construction Specs tab.

For amendments, bid results and tabulations or other procurement information please visit our website at www.cflhd.gov/procurement/construction/advertised-projects.cfm

Block 13: A bid guarantee of not less than 20 percent of the amount of the bid is required with any bid in excess of \$25,000. If the bidder fails to provide the required bid guarantee in the proper form and amount, such failure may result in rejection of the bid. See FAR Provision 52.228-1, Bid Guarantee. If the bid guarantee is a bid bond, it must be submitted on Standard Form 24. Also refer to Subsections 102.03 and 102.04 of the FP for additional information.

Block 26: The Contractor shall submit invoices to:

FHWA, CFLHD, Project Engineer's Office (Address to be designated at preconstruction conference), for submission to the designated billing office shown in Block 7.

Final billing shall be submitted directly to the address shown in Block 7.

Other: The estimated price range of the project work is between \$1,000,000 and \$2,000,000.

For questions regarding access to the Federal Business Opportunities (FBO) website or how to obtain plans and other solicitation documents, please contact either Tiffany Atchison at (720) 963-3354 or Brenda McGehee at (720) 963-3353.

As explained in FAR Provision 52.214-6, any explanation or interpretation of the solicitation, drawings, specifications, etc must be requested in writing to one of the following:

E-mail address: CFLContracts@fhwa.dot.gov
FAX Number: 720-963-3360
Mailing Address: Federal Highway Administration
Central Federal Lands Highway Division
Attention: Acquisition and Contracting
12300 W. Dakota Avenue, Suite 360
Lakewood, Colorado 80228

Responses will be provided to the individual questioner and also be posted on our website at <http://www.cflhd.gov/procurement/construction/advertised-projects.cfm> under the project link. Potential Offerors are advised to check this site on a regular basis to assure the most current and up-to-date information.

All amendments resulting from this solicitation will be uploaded to the FBO website at http://www.fbo.gov/spg/DOT/FHWA/68/postdatePrevDays_1.html and posted on our website at <http://www.cflhd.gov/procurement/construction/advertised-projects.cfm> under Current Solicitations.

BIDDERS PLEASE BE ADVISED THAT QUESTIONS RELATIVE TO THIS IFB WILL NOT BE ACCEPTED AFTER 2:00 P.M. Mountain Time ON May 8, 2008.

B-0

Bid Schedule Instructions

BIDDERS, PLEASE NOTE: Before preparing the bid, carefully read the Solicitation Provisions.

This Bid Proposal is comprised of one schedule as follows:

Schedule A – 0.239 miles – Grading, paving, drainage, MSE and Gabion walls

- Insert a numeric unit bid price for each pay item for which a quantity appears in the bid schedule for Schedule A. Multiply the unit price by the quantity for each pay item and show the amount bid. When the words “Lump Sum” appear as a unit bid price, insert an amount for each lump sum pay item.
- For Schedule A, total all amounts bid for each pay item and show the total on line provided on page B-5.

Evaluation Factors for Award

Evaluation of the lowest bidder will be based on review of bids for Schedule A. Award of the schedule is contingent on funds available.

Schedule A must be completed by October 1, 2008.

Bid Schedule

Project: CA ERFO 4(1), 6(1)
SIX RIVERS - LOWER TRINITY

Pay Item No.	Estimated Quantity	Unit Bid Price	Amount Bid
15101-0000	MOBILIZATION		
	ALL	Lump Sum	\$ _____
15206-0000	SLOPE, REFERENCE, AND CLEARING AND GRUBBING STAKE		
	12.7		
	STA	\$ _____	\$ _____
15210-0000	CENTERLINE, REESTABLISHMENT		
	12.7		
	STA	\$ _____	\$ _____
15214-2000	SURVEY AND STAKING, RETAINING WALL		
	ALL	Lump Sum	\$ _____
15215-3000	SURVEY AND STAKING, DRAINAGE STRUCTURE		
	3		
	EACH	\$ _____	\$ _____
15216-2000	SURVEY AND STAKING, GRADE FINISHING STAKES		
	23.0		
	STA	\$ _____	\$ _____
15401-0000	CONTRACTOR TESTING		
	ALL	Lump Sum	\$ _____
15705-0100	SOIL EROSION CONTROL, SILT FENCE		
	880		
	LNFT	\$ _____	\$ _____
15705-1400	SOIL EROSION CONTROL, SEDIMENT LOG		
	700		
	LNFT	\$ _____	\$ _____
20103-0000	CLEARING AND GRUBBING		
	7,290		
	SQYD	\$ _____	\$ _____
20302-1300	REMOVAL OF GUARDRAIL, CONCRETE BARRIER		
	500		
	LNFT	\$ _____	\$ _____

Bid Schedule A

Project: CA ERFO 4(1), 6(1)
SIX RIVERS - LOWER TRINITY

Pay Item No.	Estimated Quantity	Unit Bid Price	Amount Bid
20302-2100	REMOVAL OF PIPE CULVERT 200 LNFT	\$ _____	\$ _____
20441-0000	WASTE 2,730 CUYD	\$ _____	\$ _____
25101-3000	PLACED RIPRAP, CLASS 3 22 CUYD	\$ _____	\$ _____
25501-1000	MECHANICALLY STABILIZED EARTH WALL, WELDED WIRE FACE 3,740 SQFT	\$ _____	\$ _____
60201-0800	24-INCH PIPE CULVERT 160 LNFT	\$ _____	\$ _____
60210-0800	END SECTION FOR 24-INCH PIPE CULVERT 3 EACH	\$ _____	\$ _____
62201-0150	DUMP TRUCK, 7 CUBIC YARD MINIMUM CAPACITY 20 HOUR	\$ _____	\$ _____
62201-0900	WHEEL LOADER, 2 CUBIC YARD MINIMUM RATED CAPACITY 20 HOUR	\$ _____	\$ _____
62201-1250	BULLDOZER, 120HP MINIMUM FLYWHEEL POWER 20 HOUR	\$ _____	\$ _____
62201-2850	MOTOR GRADER, 12 FOOT MINIMUM BLADE 20 HOUR	\$ _____	\$ _____
62301-0000	GENERAL LABOR 40 HOUR	\$ _____	\$ _____
62302-1000	SPECIAL LABOR, HIRED TECHNICAL SERVICES 24 HOUR	\$ _____	\$ _____

Bid Schedule A

Project: CA ERFO 4(1), 6(1)

SIX RIVERS - LOWER TRINITY

Pay Item No.	Estimated Quantity	Unit Bid Price	Amount Bid
62302-1100	SPECIAL LABOR, HIRED SURVEY SERVICES 24 HOUR	\$ _____	\$ _____
62511-2000	SEEDING, HYDRAULIC METHOD 1,270 SQYD	\$ _____	\$ _____
62516-2000	MULCHING, HYDRAULIC METHOD 1,270 SQYD	\$ _____	\$ _____
63308-3000	OBJECT MARKER, TYPE 3 12 EACH	\$ _____	\$ _____
63502-0600	TEMPORARY TRAFFIC CONTROL, BARRICADE TYPE 3 2 EACH	\$ _____	\$ _____
63502-1300	TEMPORARY TRAFFIC CONTROL, DRUM 50 EACH	\$ _____	\$ _____
63502-1600	TEMPORARY TRAFFIC CONTROL, WARNING LIGHT TYPE B 2 EACH	\$ _____	\$ _____
63503-0400	TEMPORARY TRAFFIC CONTROL, CONCRETE BARRIER 600 LNFT	\$ _____	\$ _____
63504-1000	TEMPORARY TRAFFIC CONTROL, CONSTRUCTION SIGN 680 SQFT	\$ _____	\$ _____
63506-0500	TEMPORARY TRAFFIC CONTROL, FLAGGER 200 HOUR	\$ _____	\$ _____
60403-0700	INLET, CALTRANS 3 EACH	\$ _____	\$ _____

Bid Schedule A

Project: CA ERFO 4(1), 6(1)

SIX RIVERS - LOWER TRINITY

Pay Item No.	Estimated Quantity	Unit Bid Price	Amount Bid
20301-1400	REMOVAL OF INLET 1 EACH	\$ _____	\$ _____
20401-0000	ROADWAY EXCAVATION 1,860 CUYD	\$ _____	\$ _____
63503-0500	TEMPORARY TRAFFIC CONTROL, MOVING CONCRETE BARRIER 1,200 LNFT	\$ _____	\$ _____
20801-0000	STRUCTURE EXCAVATION 3,990 CUYD	\$ _____	\$ _____
25302-1000	GABIONS, GALVANIZED OR ALUMINIZED COATED 460 CUYD	\$ _____	\$ _____
20303-1600	REMOVAL OF PAVEMENT, ASPHALT 1,850 SQYD	\$ _____	\$ _____
60601-0000	SPILLWAY ASSEMBLY 1 EACH	\$ _____	\$ _____
60602-0700	PIPE ANCHOR ASSEMBLY, 24-INCH 3 EACH	\$ _____	\$ _____
63401-0300	PAVEMENT MARKINGS, TYPE B, SOLID 1,200 LNFT	\$ _____	\$ _____
60706-0000	CLEANING DRAINAGE STRUCTURE 1 EACH	\$ _____	\$ _____
60901-2300	CURB, ASPHALT, 6-INCH DEPTH 330 LNFT	\$ _____	\$ _____

Bid Schedule A

Project: CA ERFO 4(1), 6(1)

SIX RIVERS - LOWER TRINITY

Pay Item No.	Estimated Quantity	Unit Bid Price	Amount Bid
30302-1000	DITCH RECONDITIONING 1,030 LNFT	\$ _____	\$ _____
40401-0000	MINOR HOT ASPHALT CONCRETE 320 TON	\$ _____	\$ _____
30802-2000	ROADWAY AGGREGATE, METHOD 2 870 TON	\$ _____	\$ _____
62201-0550	BACKHOE LOADER, 6 CUBIC FOOT MINIMUM RATED CAPACITY BUCKET, 24-INCH WIDTH 20 HOUR	\$ _____	\$ _____
62201-3100	HYDRAULIC EXCAVATOR, 3.0 CUBIC YARD MINIMUM CAPACITY , 165HP MINIMUM FLYWHEEL POWER 20 HOUR	\$ _____	\$ _____
63309-0000	DELINEATOR 17 EACH	\$ _____	\$ _____
60501-0000	STANDARD UNDERDRAIN SYSTEM 860 LNFT	\$ _____	\$ _____
40920-2000	FOG SEAL GRADE CRS-1 OR CRS-1H 1 TON	\$ _____	\$ _____
41105-0000	BLOTTER 14 TON	\$ _____	\$ _____
41101-0000	PRIME COAT 3 TON	\$ _____	\$ _____

TOTAL \$ _____

Submitted by: _____
Name of Bidder

Bid Schedule A

Project: CA ERFO 4(1), 6(1)
SIX RIVERS - LOWER TRINITY

Continuation of Bid Schedule

**BUY AMERICAN ACT - CONSTRUCTION MATERIALS
UNDER TRADE AGREEMENTS**

It is understood and agreed that the materials and components listed in Subpart 25.1 of the Federal Acquisition Regulations are a part of this contract and are deemed to be Domestic Construction Material for the purposes of this contract.

Note to Contractor:

The following information and any applicable supporting data is required for evaluation of requests under FAR Clause 52.225-9 Paragraph (c) and (d) and FAR Provision 52.225-10 Paragraph (b).

Material and/or Component

Construction Material Description	Unit of Measure	Quantity	*Cost Delivered to Job Site
Foreign Construction Material			
Comparable Domestic Material			

Material and/or Component

Construction Material Description	Unit of Measure	Quantity	*Cost Delivered to Job Site
Foreign Construction Material			
Comparable Domestic Material			

[Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]
[Please include name, address, telephone number and contact for suppliers surveyed. Attach copy of response; if oral, attach summary. Include all applicable supporting information.]*

HAZARDOUS MATERIALS

As required by FAR Clause 52.223-3, Hazardous Materials Identification and Safety Data - Alternate I, the apparent low bidder must submit prior to award a Material Safety Data Sheet (MSDS) for all hazardous materials that the bidder identifies in paragraph (b) of the FAR clause and defined under the latest version of Federal Standard No. 313.

Hazardous Material	Identification Number

USE OF RECOVERED MATERIALS ON FEDERAL LANDS HIGHWAY PROJECTS

Use of fly ash and ground granulated blast furnace slag and construction materials containing fly ash and ground granulated blast furnace slag on Federal Lands Highway projects:

- It is the policy of the United States Government that fly ash and ground granulated blast furnace slag and materials containing fly ash and ground granulated blast furnace slag shall have maximum practicable opportunity for incorporation into its construction projects.
- The Contractor agrees to investigate the use of fly ash and ground granulated blast furnace slag and materials containing fly ash and ground granulated blast furnace slag to the fullest extent consistent with the efficient performance of this contract. Both the contractor and the subcontractors are urged to seek out suppliers of fly ash and ground granulated blast furnace slag, cement and concrete containing fly ash and ground granulated blast furnace slag and to solicit bids for these materials.
- Names of firms that supply fly ash and ground granulated blast furnace slag and materials containing fly ash and ground granulated blast furnace slag are available from the American Coal Ash Association and the National Slag Association.

BID BOND (See instructions on reverse)	DATE BOND EXECUTED (Must not be later than bid opening date)	OMB NO. 9000-0045
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Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, D.C. 20405.

PRINCIPAL (Legal name and business address)	TYPE OF ORGANIZATION (aX@ one) <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP CORPORATION <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION
STATE OF INCORPORATION	

SURETY(IES) (Name and business address)

PENAL SUM OF BOND				BID IDENTIFICATION	
PERCENT OF BID PRICE	AMOUNT NOT TO EXCEED			BID DATE	INVITATION NO.
20 PERCENT	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS	CA ERFO 4(1), 6(1), Six Rivers – Lower Trinity
				FOR (Construction, Supplies or Services)	CONSTRUCTION

OBLIGATION:
 We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:
 The Principal has submitted the bid identified above.

THEREFORE:
 The above obligation is void if the Principal - (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.

Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of time for acceptance of the bid that the Principal may grant to the Government. Notice to the surety(ies) of extension(s) are waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

WITNESS:
 The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

PRINCIPAL				
SIGNATURE(S)	1.	2.	3.	Corporate Seal
	(Seal)	(Seal)	(Seal)	
NAMES(S) & TITLE(S) (Typed)	1.	2.	3.	

INDIVIDUAL SURETY(IES)		
SIGNATURE(S)	1.	2.
	(Seal)	(Seal)
NAMES(S) (Typed)	1.	2.

CORPORATE SURETY(IES)					
SURETY A	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAMES(S) & TITLE(S) (Typed)	1.	2.		

SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAMES(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAMES(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAMES(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAMES(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAMES(S) & TITLE(S) (Typed)	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAMES(S) & TITLE(S) (Typed)	1.	2.		

INSTRUCTIONS

- This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.
- Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
- The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., 20% of the bid price but the amount not to exceed _____ dollars).
- (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.
(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capacity.
- Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
- Type the name and title of each person signing this bond in the space provided.
- In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."

FEDERAL ACQUISITION REGULATION
SOLICITATION PROVISIONS

REPRESENTATIONS AND CERTIFICATIONS

Effective January 2005, offerors/bidders must submit Representations and Certifications online at www.bpn.gov. All offerors/bidders should submit/update this information at least annually. Refer to the Federal Acquisition Provision 52.204-8 *Annual Representations and Certifications* below. If you have previously accomplished your on-line registration and the NAICS code for this solicitation is different than the code listed in your online profile, please note the amended changes on the lines provided in the Provision below.

REFER TO CFLHD'S WEBSITE AT <http://www.cflhd.gov/procurement/construction/reference-links.cfm> FOR ON-LINE REGISTRATION INSTRUCTIONS

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 237310.
- (2) The small business size standard is 31.0 million or fewer.
- (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 clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) 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 (c) applies.

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

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically 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 ORCA.



FEDERAL HIGHWAY ADMINISTRATION
CENTRAL FEDERAL LANDS HIGHWAY DIVISION

BIDDER'S QUALIFICATIONS

INSTRUCTIONS: Answer all questions on this form inserting "none" or "not applicable" where appropriate. If more space is required attach additional sheets. Return the signed, dated and completed form with the bid to the address shown in the invitation for bids on or before the time set for bid opening. The prospective bidder shall provide any additional information requested by the Government during evaluation of the bids.

If the prospective bidder is a joint venture or general partnership, a separate Bidder's Qualifications form shall be provided individually for each joint venture participant or partner.

1. Name and address of business

Name

DUNS Number (See FAR Provision 52.204-6)*

Street

Home Office Congressional District (Insert District #) *

City State Zip Code

* Necessary for Government reporting purposes

County

Telephone Number (Include Area Code)

Fax Number (Include Area Code)

2. a. Type of organization (check appropriate box):

- Individual Non-profit organization Corporation
- Partnership Joint Venture Incorporated in: _____

If a Foreign entity:

- Individual Non-profit organization Corporation
- Partnership Joint Venture Registered in: _____

b. Size and type of Business Concern (check appropriate boxes):

- Large Business Concern Small Disadvantaged Business Concern Emerging Small Business
- Small Business Concern Women-Owned Small Business SBA 8(a) Certified
- HUB Zone Business Concern Veteran Owned Business Concern Service-Disabled Veteran-Owned Business Concern

3. If a joint venture or general partnership:

- a. Provide the name under which the project will be bid, the home office address, and name of the principal who will represent the company with regard to this project if different from "1." above.

Principal _____

Business Name _____

Street _____

City _____ State _____ Zip Code _____

- b. Provide the name and home office addresses of each of the joint venture partners; indicate which partner is the sponsoring partner. Attach a separate sheet for additional partners.

Sponsoring Partner _____			Other Partner _____		
Street _____			Street _____		
City _____	State _____	Zip Code _____	City _____	State _____	Zip Code _____

4. Date organization established: _____

5. Name of succeeded business, if any: _____

6. How many years have you been in business as:

- a. General contractor ___ years.
- b. Subcontractor ___ years.

7. a. Furnish the following information concerning the owner, partners, officers and directors:

Name	Title	Percent of Business Owned	Years of Business Experience	
			Contracting	Other

- b. Attach resumes of these key personnel as well as the on-site project manager(s) and superintendent(s), and specifically identify the following:

- Present position, responsibility, and length of employment.
- Amount and type of construction experience.
- Amount and type of highway construction experience, including position, responsibility, and a brief project description of each period of employment.
- Formal education and training, professional or technical registrations or licenses.

8. a. Contracts in force. (Attach additional sheets if necessary)

Project Name and Contract Numbers	Owner's Name, Address, and Contact Name and Telephone #	Scope of Work Performed	Contract Amount	Estimated Completion Date	Name of Surety

b. Are there any unresolved claims or lawsuits associated with these projects? If so, state the amount in dispute, parties involved, nature and circumstances of the dispute, and status of the matter on a separate sheet.

9.a. List at least five of the largest jobs the Prime Contract has completed in the last five years which are similar in project work scope to this project. (Attach additional sheets if necessary)

Project Name and Contract Numbers	Owner's Name, Address, Contact Name and Telephone #	Scope of Work Performed	Original and Final Contract Amounts	Original and Final Completion Dates	Names of On-site Project Manager and Superintendent	Name of Surety

b. Are there any unresolved claims or lawsuits associated with these projects? If so, state the amount in dispute, parties involved, nature and circumstances of the dispute, and status of the matter on a separate sheet.

FEDERAL ACQUISITION REGULATIONSOLICITATION PROVISIONSInstructions to Bidders**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 address: <http://www.arnet.gov/far/>.

(End of Provision)

- 52.211-6 BRAND NAME OR EQUAL (AUG 1999)
- 52.214-3 AMENDMENTS TO INVITATIONS FOR BIDS (DEC 1989)
- 52.214-4 FALSE STATEMENTS IN BIDS (APR 1984)
- 52.214-5 SUBMISSION OF BIDS (MAR 1997)
- 52.214-6 EXPLANATION TO PROSPECTIVE BIDDERS (APR 1984)
- 52.214-7 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS
(NOV 1999)
- 52.214-18 PREPARATION OF BIDS - CONSTRUCTION (APR 1984)
- 52.214-19 CONTRACT AWARD - SEALED BIDDING - CONSTRUCTION (AUG 1996)
- 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
- 52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)
- 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

52.211-4 AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS NOT LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS (JUN 1988)

Specifications cited in this solicitation which are not available for distribution may be examined at the following location:

Federal Highway Administration
Central Federal Lands Highway Division
12300 West Dakota Avenue, Suite 360
Lakewood, Colorado 80228
Contact: Tiffany Atchison @ (720) 963-3354 or Brenda McGehee @ (720) 963-3353

(End of Provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of Provision)

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (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 area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
6.6%	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 action 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 Humboldt County, California.

(End of Provision)

**52.225-10 NOTICE OF BUY AMERICAN ACT REQUIREMENT --
CONSTRUCTION MATERIALS (MAY 2002)**

(a) Definitions. "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 Act --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 Act 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 Act 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 Act, 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.

(End of Provision)

52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) The amount of the bid guarantee shall be 20 percent of the bid price or \$3,000,000, whichever is less.

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of Provision)

52.233-2 SERVICE OF PROTEST (SEPT 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Kevin R. Black, P.E.
Contract Development Engineer
Central Federal Lands Highway Division
12300 West Dakota Avenue, Suite 360
Lakewood, Colorado 80228

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

52.252-3 ALTERATIONS IN SOLICITATION

Portions of this solicitation are altered as follows: NONE .

(End of Provision)

FEDERAL ACQUISITION REGULATION
CONTRACT CLAUSES
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52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

Also the full text of a clause may be accessed electronically at this address:

<http://www.arnet.gov/far/>.

(End of Clause)

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**52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK
(APR 1984)--ALTERNATE I (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 **October 1, 2008**. The time stated for completion shall include final cleanup of the premises.

The completion date is based on the assumption that the successful offeror will receive the notice to proceed by **June 9, 2008**. The completion date will be extended by the number of calendar days after the above date that the Contractor receives the notice to proceed, except to the extent that the delay in issuance of the notice to proceed results from the failure of the Contractor to execute the contract and give the required performance and payment bonds within the time specified in the offer.

(End of Clause)

52.211-12 LIQUIDATED DAMAGES - CONSTRUCTION (SEPT 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of (See FP-03, Subsection 108.01) for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of Clause)

**52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING
PAYMENT OF UNION DUES OR FEES (DEC 2004)**

(a) *Definition.* As used in this clause—

“United States” means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to—

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the

Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that—

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall—

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of Clause)

52.225-9 -- Buy American Act--Construction Materials (Jan 2005)

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

“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--

(1) 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

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

“Domestic construction material” means--

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

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

“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 the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. 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 the construction material or components listed by the Government as follows: None

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

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act 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 Act 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 Act.*

(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 Act 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 Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(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).]*

(End of Clause)

52.236-4 PHYSICAL DATA (APR 1984)

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

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by ____*_____.

(b) Weather conditions: Contact National Weather Service.

(c) Transportation facilities NA.

(d) *.

* See continuation of Standard Form 1442.

(End of Clause)

52.252-4 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows: NONE.

(End of Clause)

GENERAL DECISION: CA20080004 03/07/2008 CA4

Date: March 7, 2008

General Decision Number: CA20080004 03/07/2008

Superseded General Decision Number: CA20070004

State: California

Construction Types: Heavy (Heavy and Dredging) and Highway

Counties: Del Norte, Humboldt, Lake and Mendocino Counties in California.

DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); AND HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	02/08/2008
1	02/22/2008
2	02/29/2008
3	03/07/2008

* ASBE0016-005 01/01/2008

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems)		
(1) Mendocino County.....	\$ 44.63	14.75
(2) Del Norte, Humboldt, Lake Counties.....	\$ 37.48	14.75

ASBE0016-006 05/01/2006

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....	\$ 25.36	5.42

BRCA0003-001 08/01/2007

	Rates	Fringes
MARBLE FINISHER.....	\$ 27.22	11.67

 BRCA0003-003 08/01/2007

	Rates	Fringes
MARBLE MASON.....	\$ 37.82	18.13

 BRCA0003-006 07/01/2007

	Rates	Fringes
BRICKLAYER.....	\$ 36.58	16.87

SPECIALTY PAY:

(A) Underground work such as tunnel work, sewer work, manholes, catch basins, sewer pipes and telephone conduit shall be paid \$1.25 per hour above the regular rate. Work in direct contact with raw sewage shall receive \$1.25 per hour in addition to the above.

(B) Operating a saw or grinder shall receive \$1.25 per hour above the regular rate.

(C) Guniting nozzle person shall receive \$1.25 per hour above the regular rate.

 BRCA0003-008 07/01/2007

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 27.71	9.91
TERRAZZO WORKER/SETTER.....	\$ 36.78	17.22

 BRCA0003-013 04/01/2007

	Rates	Fringes
TILE FINISHER		
Del Norte & Humboldt		
Counties.....	\$ 20.25	9.78
Lake & Mendocino Counties...	\$ 19.74	9.26
TILE LAYER		
Del Norte & Humboldt		
Counties.....	\$ 36.47	11.01
Lake & Mendocino Counties...	\$ 33.31	10.96

 CARP0034-001 07/01/2007

	Rates	Fringes
Diver		
Assistant Tender, ROV		
Tender/Technician.....	\$ 32.15	21.915
Diver standby.....	\$ 36.37	21.915
Diver Tender.....	\$ 35.37	21.915
Diver wet.....	\$ 72.74	21.915
Manifold Operator (mixed		
gas).....	\$ 40.37	21.915
Manifold Operator (Standby).	\$ 35.37	21.915

DEPTH PAY (Surface Diving):

050 to 100 ft \$2.00 per foot
 101 to 150 ft \$3.00 per foot
 151 to 220 ft \$4.00 per foot

SATURATION DIVING:

The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:

Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: \$1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48" in height, the premium will be \$1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

 CARP0034-003 07/01/2007

	Rates	Fringes
Piledriver.....	\$ 32.15	21.915

 CARP0035-006 07/01/2007

	Rates	Fringes
CARPENTER		
(1) Carpenter.....	\$ 26.02	18.36
(2) Hardwood floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 26.17	18.36
(3) Bridge Builder.....	\$ 33.25	18.36
(4) Millwright.....	\$ 28.52	19.95

 ELEC0551-001 06/01/2007

LAKE AND MENDOCINO COUNTIES

	Rates	Fringes
Electricians:		
Electrician.....	\$ 40.48	3%+12.53

TUNNEL WORK: Add \$0.50 per hour.

ELEC0551-002 06/01/2007

DEL NORTE AND HUMBOLDT COUNTIES

	Rates	Fringes
Electricians:.....	\$ 32.38	3%+12.53
TUNNEL WORK: Add \$0.50 per hour.		

ELEC1245-002 06/01/2007

HUMBOLDT, LAKE AND MENDOCINO COUNTIES

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 41.02	12.22
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), and overhead and underground distribution line equipment).....	\$ 33.24	11.17
(3) Groundman.....	\$ 25.42	10.89
(4) Powderman.....	\$ 37.16	11.34

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

ENGI0003-018 06/25/2007

"AREA 1" WAGE RATES ARE LISTED BELOW

"AREA 2" RECEIVES AN ADDITIONAL \$2.00 PER HOUR ABOVE AREA 1 RATES.

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
POWER EQUIPMENT OPERATOR (AREA 1:)		
GROUP 1.....	\$ 36.09	19.62
GROUP 2.....	\$ 34.56	19.62
GROUP 3.....	\$ 33.08	19.62
GROUP 4.....	\$ 31.70	19.62
GROUP 5.....	\$ 30.43	19.62
GROUP 6.....	\$ 29.11	19.62
GROUP 7.....	\$ 27.97	19.62
GROUP 8.....	\$ 26.83	19.62
GROUP 8-A.....	\$ 24.62	19.62

POWER EQUIPMENT OPERATOR
(Cranes and Attachments -
AREA 1:)

GROUP 1		
Cranes.....	\$ 36.97	19.62
Oiler.....	\$ 27.71	19.62
Truck crane oiler.....	\$ 30.00	19.62
GROUP 2		
Cranes.....	\$ 35.21	19.62
Oiler.....	\$ 27.50	19.62
Truck crane oiler.....	\$ 29.74	19.62
GROUP 3		
Cranes.....	\$ 33.47	19.62
Hydraulic.....	\$ 29.11	19.62
Oiler.....	\$ 27.22	19.62
Truck Crane Oiler.....	\$ 29.50	19.62

POWER EQUIPMENT OPERATOR
(Piledriving - AREA 1:)

GROUP 1		
Lifting devices.....	\$ 37.31	19.62
Oiler.....	\$ 28.05	19.62
Truck crane oiler.....	\$ 30.33	19.62
GROUP 2		
Lifting devices.....	\$ 35.49	19.62
Oiler.....	\$ 27.78	19.62
Truck Crane Oiler.....	\$ 30.08	19.62
GROUP 3		
Lifting devices.....	\$ 33.81	19.62
Oiler.....	\$ 27.56	19.62
Truck Crane Oiler.....	\$ 29.79	19.62
GROUP 4.....	\$ 32.04	19.62
GROUP 5.....	\$ 29.40	19.62
GROUP 6.....	\$ 27.17	19.62

POWER EQUIPMENT OPERATOR
(Steel Erection - AREA 1:)

GROUP 1		
Cranes.....	\$ 37.94	19.62
Oiler.....	\$ 28.39	19.62
Truck Crane Oiler.....	\$ 30.62	19.62
GROUP 2		
Cranes.....	\$ 36.17	19.62
Oiler.....	\$ 28.12	19.62
Truck Crane Oiler.....	\$ 30.40	19.62
GROUP 3		
Cranes.....	\$ 34.69	19.62
Hydraulic.....	\$ 29.74	19.62
Oiler.....	\$ 27.90	19.62
Truck Crane Oiler.....	\$ 30.13	19.62
GROUP 4.....	\$ 32.67	19.62
GROUP 5.....	\$ 31.37	19.62

POWER EQUIPMENT OPERATOR
(Tunnel and Underground Work
- AREA 1:)

SHAFTS, STOPES, RAISES:		
GROUP 1.....	\$ 32.19	19.62
GROUP 1-A.....	\$ 34.66	19.62
GROUP 2.....	\$ 30.93	19.62

GROUP 3.....	\$ 29.60	19.62
GROUP 4.....	\$ 28.46	19.62
GROUP 5.....	\$ 27.32	19.62
UNDERGROUND:		
GROUP 1.....	\$ 32.09	19.62
GROUP 1-A.....	\$ 34.56	19.62
GROUP 2.....	\$ 30.83	19.62
GROUP 3.....	\$ 29.50	19.62
GROUP 4.....	\$ 28.36	19.62
GROUP 5.....	\$ 27.22	19.62

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: \$.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber-tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed construction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete)(Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical

burn, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self-propelled pipeline wrapping machine; Soils & materials tester; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination; Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing machine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under; Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons;

PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS, TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part

Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part

Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner

Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY

Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:

Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner
Area 2: Reaminder

TEHAMA COUNTY:

Area 1: All but the Western border with Mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeaster border with Shasta County
Area 2: Remainder

TULARE COUNTY;

Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:

Area 1: Remainder
Area 2: Eastern Part

ENGI0003-019 06/25/2007

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
POWER EQUIPMENT OPERATOR (LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1.....	\$ 27.81	18.91
AREA 2.....	\$ 29.81	18.91
GROUP 2		
AREA 1.....	\$ 24.21	18.91
AREA 2.....	\$ 26.21	18.91
GROUP 3		
AREA 1.....	\$ 19.60	18.91
AREA 2.....	\$ 21.60	18.91

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-

Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part

Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part

Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner

Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part

Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part

Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts

Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part

Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border with Shasta County

Area 2: Remainder

MADERA COUNTY

Area 1: Remainder

Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder

Area 2: Eastern part

MENDOCINO COUNTY:

Area 1: Central and Southeastern parts

Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder

Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of Sierra County

Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion

Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner

Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part

Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part

Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner

Area 2: Reaminder

TEHAMA COUNTY:

Area 1: All but the Western border with Mendocino & Trinity Counties

Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeaster border with Shasta County

Area 2: Remainder

TULARE COUNTY;

Area 1: Remainder

Area 2: Eastern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

IRON0002-004 07/01/2007

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 29.62	20.915
Ornamental, Reinforcing and Structural.....	\$ 30.51	20.915

PREMIUM PAY:

\$3.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-
Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal
Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air
Facility - Sealey, Vandenberg AFB

\$2.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post
Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$1.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0067-002 06/25/2007

AREA "A" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO AND SANTA
CLARA COUNTIES

AREA "B" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO,
FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENDOCINO,
MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN
BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA,
STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

	Rates	Fringes
Asbestos Removal Laborer		
Areas A & B.....	\$ 16.75	5.93
LABORER (Lead Removal)		
Area A.....	\$ 32.38	6.03
Area B.....	\$ 31.38	6.03

ASBESTOS REMOVAL-SCOPE OF WORK: Site mobilization; initial site clean-up;
site preparation; removal of asbestos-containing materials from walls and
ceilings; or from pipes, boilers and mechanical systems only if they are
being scrapped; encapsulation, enclosure and disposal of asbestos-containing

materials by hand or with equipment or machinery; scaffolding; fabrication of temporary wooden barriers; and assembly of decontamination stations.

LABO0067-003 07/01/2007

AREA A: ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO & SANTA CLARA

AREA B: ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SANCRMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SIERRA, SHASTA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO & YUBA COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person		
Area A.....	\$ 24.89	13.28
Area B.....	\$ 23.89	13.28
Traffic Control Person I		
Area A.....	\$ 25.19	13.28
Area B.....	\$ 24.19	13.28
Traffic Control Person II		
Area A.....	\$ 22.69	13.28
Area B.....	\$ 21.69	13.28

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0067-007 06/25/2007

	Rates	Fringes
Laborers: (CONSTRUCTION CRAFT LABORERS)		
Construction Specialist		
Group.....	\$ 24.84	13.28
GROUP 1.....	\$ 24.14	13.28
GROUP 1-a.....	\$ 24.36	13.28
GROUP 1-c.....	\$ 24.19	13.28
GROUP 1-e.....	\$ 24.69	13.28
GROUP 1-f.....	\$ 24.72	13.28
GROUP 2.....	\$ 23.99	13.28
GROUP 3.....	\$ 23.89	13.28
GROUP 4.....	\$ 17.58	13.28
See groups 1-b and 1-d under laborer classifications		
Laborers: (GUNITE)		
GROUP 1.....	\$ 25.10	13.28
GROUP 2.....	\$ 24.60	13.28
GROUP 3.....	\$ 24.01	13.28
GROUP 4.....	\$ 23.89	13.28
Laborers: (WRECKING)		
GROUP 1.....	\$ 24.14	13.28

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GROUP 2.....	\$ 23.99	13.28
GROUP 3.....	\$ 17.58	13.28
Landscape Laborer (Gardeners, Horticultural & Landscape Laborers)		
Establishment Warranty		
Period.....	\$ 17.58	13.28
New Construction.....	\$ 23.89	13.28

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts (not applicable to workers entitled to receive the wage rate set forth in Group 1-a): \$0.25 per hour additional.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Masonry and plasterer tender; Cast-in-place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar ype; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with

raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes, shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds (underground structures). All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: All clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural nozzle operator

GROUP 2: Nozzle operator (including gun, pot); Ground person

GROUP 3: Rebound

GROUP 4: Gunitite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

GROUP 3: General laborer (includes all clean-up work, loading lumber, loading and burning of debris)

LABO0067-010 06/25/2007

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 30.50	13.28
GROUP 2.....	\$ 30.27	13.28
GROUP 3.....	\$ 30.02	13.28
GROUP 4.....	\$ 30.02	13.28
GROUP 5.....	\$ 29.57	13.28
GROUP 6.....	\$ 29.03	13.28

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunitite and shotcrete nozzle men

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunitite & shotcrete gunman & potman; Headermen; High pressure nozzle man; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzle man on slick line; Sandblaster - potman

GROUP 4: Steel form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 5: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading

GROUP 6: Dumpmen (any method); Grout crew; Reboundman; Swamper/ Brakeman

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LABO0139-001 07/01/2007

	Rates	Fringes
LABORER: Mason Tender (Brick)...	\$ 25.18	13.27

FOOTNOTE: Refractory work where heat-protective clothing is required: \$2.00 per hour additional.

PAIN0016-021 01/01/2008

LAKE AND MENDOCINO COUNTIES

	Rates	Fringes
Painters:.....	\$ 32.55	14.57

PAIN1034-001 06/01/1993

DEL NORTE AND HUMBOLDT COUNTIES

	Rates	Fringes
Painters:		
Brush & Roller.....	\$ 13.35	2.94
Sandblaster, spray, structural steel & swing stage.....	\$ 13.60	2.94

PAIN1176-001 07/01/2007

HIGHWAY IMPROVEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1.....	\$ 26.76	11.54
GROUP 2.....	\$ 21.55	11.54
GROUP 3.....	\$ 22.18	11.54

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

PLAS0300-005 07/01/2006

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 25.88	15.03

PLUM0038-004 07/01/2007

LAKE AND MENDOCINO COUNTIES

	Rates	Fringes
Landscape/Irrigation Fitter.....	\$ 34.45	18.92
PLUMBER.....	\$ 38.00	26.46

PLUM0355-005 07/01/2007

DEL NORTE AND HUMBOLDT COUNTIES:

	Rates	Fringes
Underground Utility Worker /Landscape Fitter.....	\$ 24.35	7.85

SHEE0104-016 07/01/2007

	Rates	Fringes
Sheet Metal Worker Mechanical contracts \$200,000 or less.....	\$ 41.32	19.78
All other work.....	\$ 44.90	20.88

TEAM0094-001 07/01/2007

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 25.63	17.09
GROUP 2.....	\$ 25.93	17.09
GROUP 3.....	\$ 26.23	17.09
GROUP 4.....	\$ 26.68	17.09
GROUP 5.....	\$ 26.93	17.09

FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate. Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and "A" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 35 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self-propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 35 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbedk Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

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

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)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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.

=====

END OF GENERAL DECISION

SPECIAL CONTRACT REQUIREMENTS

The following Special Contract Requirements amend and supplement the *Standard Specifications for Construction of Roads and Bridges, on Federal Highway Projects (FP-03) U.S. Customary Version*, U.S. Department of Transportation, Federal Highway Administration.

Section 101. – TERMS, FORMAT, AND DEFINITIONS**101.03 Abbreviations.**

(b) **SI symbols.** Add the following:

US Customary symbols.

A	— ampere	electric current
ac.	— acre	Area
BTU	— British Thermal Unit	Energy
cu. in. or in³	— cubic inches	Volume
cu. ft., cf, ft³ or CUFT	— cubic feet	Volume
cu. yd., cy, yd³ or CUYD	— cubic yards	Volume
D	— day	Time
deg. or °	— degree	plane angle
Fc	— foot-candles	luminous intensity
fl. oz.	— fluid ounces	Volume
ft. or '	— foot or feet	Length
gal. or GAL	— gallon	Volume
H	— Henry	Inductance
hr. or HR	— hour	Time
Hz	— hertz (s ⁻¹)	Frequency
in. or "	— inch or inches	Length
K	— kelvin	Temperature
lb or LB, lbs	— pound, pounds	Mass
Lbf	— pound-force	Force
lnft or LNFT	— linear foot	Length
mi.	— miles	Length
min. or m	— minute	Time
min. or '	— minute	plane angle
°F	— degrees Fahrenheit	Temperature
oz.	— ounces	Mass
Psi	— pounds/square inch	Pressure
Q	— cubic feet/second	flow rate
sec. or s	— second	Time
sec. or "	— second	plane angle
sq. in. or in²	— square inches	Area
sq. ft., sf, ft² or SQFT	— square feet	Area

sq. yd., sy, yd² or SQYD	— square yards	Area
Sta.	— station	Length
T	— short ton (2000 lbs)	Mass
V	— volt (W/A)	electric potential
W	— watt (J/s)	Power
YD	— yard or yards	Length
Ω	— ohm V/A	electric resistance

Section 102. - BID, AWARD, AND EXECUTION OF CONTRACT

102.03 Bid Guarantee. Delete the text.

Section 104. – CONTROL OF WORK

104.03 Specifications and Drawings. Add the following:

(c) As-built working drawings. Prepare and furnish as-built working drawings prior to final acceptance. The Government will provide one set of 11 x 17 inch contract drawings to be used exclusively for recording the as-built details of the project. Mark plans on title sheet “As-Built Plans”. Use red ink to record the information described below.

Note all additions or revisions to the location, character and dimensions of the prescribed work shown on the contract drawings. Location changes are to be shown in the same coordinate system used for the staking notes. Strikeout all details shown that are not applicable to the completed work. Check and initial all plan sheets that were incorporated into the completed work without change.

Retain the drawings at the project site and, as work progresses, continuously update them to reflect the as-built details. Submit a copy of the updated as-built drawings at least every 30 days to the CO for review for compliance with these specifications.

As a minimum, show the following information on the as-built drawings:

(1) Title Sheet

- (a) Name of contractor.
- (b) Name of Project Engineer.
- (c) Project completion date.
- (d) Revisions to project length.
- (e) Revisions to begin and end stations of project.
- (f) Revisions to index to sheets.
- (g) Strikeout any schedules or options not awarded.
- (h) A note stating “All work was constructed as designed unless otherwise noted.”

(2) Typical section(s)

- (a) Revisions in dimensions.
- (b) Revisions in materials.
- (c) Revisions in station ranges.
- (d) Revisions to begin and end stations of project, and length of project.
- (e) Revisions to station equations.
- (f) Revisions to slope ratio and curve widening tables.
- (g) Revisions to any notes.

(3) Summary of Quantities and Tabulation Sheets

- (a) Revisions to all quantities, locations, notes/remarks, including totals.
- (b) Strikeout unused pay items.
- (c) Revisions to application rates.
- (d) Revisions to location, type, end treatments, riprap, skew, on drainage summary.

(4) Control Sheets

- (a) Show any control that was removed, destroyed, established, according to subsections 107.02, paragraph 2; 152.02, paragraph 2; and 152.03.
- (b) Use a unique naming convention for newly established control points. Do not reuse CFL control point numbers.

(5) Plan and profile and layout sheets

- (a) Revisions to the alignment; grades, elevations and stationing of intersection PIs; station equations and superelevation.
- (b) Major changes in the construction limits; particularly changes requiring additional design, additional right of way, or contract modifications. (Show information on plan and profile, layout sheets, and right of way plans if applicable.).
- (c) Changes in permanent rights of way caused by acquisition during construction. (Show information on plan and profile, layout sheets, and right of way plans if applicable). In addition, annotate any construction completed according to agreements made with landowners during construction.
- (d) Revisions in location, type and grade of road approaches.
- (e) Revisions in locations of sub-excavation and roadway obliteration.
- (f) Location, type and elevation of all constructed or relocated utilities, aerial and underground. Location, type and elevation of utilities not previously or inaccurately mapped, but encountered during construction, indicated as “approximate” or “as mapped”. (Show information on plan and profile and layout sheets and utilities plans if applicable).
- (g) Location, size and type of underdrains.
- (h) Location, number and type of horizontal, lateral, trench and blanket drains.
- (i) Revisions to culvert diameter, length, type, stationing, skew, riprap and end treatments.
- (j) Length of culvert extension, skew, and offset from centerline to the ends of extended culverts.
- (k) Channel changes.

- (l) Location of monuments and permanent references replaced according to subsection 107.02.
- (m) Location, length and type of fencing.
- (n) Location, length, stationing and type of walls.
- (o) Location, length, stationing and end treatment of roadside design features, including, but not limited to, guardrail, guardwall, signs, fences, gates, etc.
- (p) Revisions in location of pavement markings.
- (q) Revisions to parking areas or turnouts location.
- (r) Revisions in location, type and length of curbs, sidewalks, and accessible ramps.
- (s) Revisions to any notes.
- (t) Revisions to permanent erosion control measures.

(6) Standards, Details, and Specials

Revisions to notes, dimensions, locations, and materials.

No direct payment will be made for preparing and furnishing as-built working drawings. A retention of 1/10th of 1% of payment due will be withheld from project pay estimates if the Contractor has not kept current the designated set of as-built plans. In addition, a retention of 1/10th of 1% of the contract amount paid to date will be withheld at the end of the project until the set of as-built plans has been submitted to and accepted by the Project Engineer. The final completed as-built working drawings must be submitted to and accepted by the Contracting Officer before final acceptance will be granted on the project.

Section 105. - CONTROL OF MATERIAL

105.01 Source of Supply and Quality Requirements. Add the following:

Submit samples of materials for quality verification testing for materials required to conform to Sections 703, 704, and 705.

Materials containing petroleum-based solvents such as cutback asphalts and traffic paints may be restricted from use by local laws or ordinances in certain geographic areas. Upon presenting proof of such restrictions, alternate materials considered acceptable to the CO may be substituted for the materials specified in the contract.

105.02 Material Sources

(a) Government-provided sources. Add the following:

The government did not perform any prospecting for this project. The contractor will locate and furnish sufficient material that meets specifications for this project.

(b) Contractor-located sources. Add the following to the end of the first paragraph:

For Contractor-located, non-commercial sources, secure environmental clearances according to Subsection 107.10.

105.04 Storing and Handling Material. Add the following after the third sentence of the second paragraph:

For Contractor-located, non-commercial staging, storing, and material handling areas, secure environmental clearances according to Subsection 107.10.

Add the following:

The Contractor may use the previously disturbed abandoned road segments, turnouts, or wide areas along the roadside for the staging of equipment, and for the storage and stockpiling of materials. These sites are within close proximity to the project site. There are larger sites such as old landings and borrow pits that can also be used. However, these sites offer longer haul distances (1 to 2 miles) to the various project sites. Obtain approval from the CO prior to using any of the sites.

Section 106. - ACCEPTANCE OF WORK

106.01 Conformity with Contract Requirements. Delete the text and substitute the following:

Follow the requirements of FAR Clause 52.246-12 Inspection of Construction.

References to standard test methods of AASHTO, ASTM, GSA, and other recognized standard authorities refer to the methods in effect on the date of solicitation for bids.

Perform all work to the lines, grades, cross-sections, dimensions, and processes or material requirements shown on the plans or specified in the contract.

Incorporate manufactured materials into the work according to the manufacturer's recommendations or to these specifications, whichever is more strict.

Plan dimensions and contract specification values are the values to be strived for and complied with as the design values from which any deviations are allowed. Perform work and provide material that is uniform in character and reasonably close to the prescribed value or within the specified tolerance range. The purpose of a tolerance range is to accommodate occasional minor variations from the median zone that are unavoidable for practical reasons.

When standard manufactured items are specified (such as fence, wire, plates, rolled shapes, pipe conduits, etc., that are identified by gauge, unit mass, section dimensions, etc.), the identification will be considered to be nominal masses or dimensions. Unless specific contract tolerances are noted, established manufacturing tolerances will be accepted.

The Government may inspect, sample, or test all work at any time before final acceptance of the project. When the Government tests work, copies of test reports are furnished to the Contractor upon request. Government tests may or may not be performed at the work site. If Contractor testing and inspection is verified by the Government, the Contractor's results may be used by the

Government to evaluate work for acceptance. Do not rely on the availability of Government test results for process control.

Acceptable work conforming to the contract will be paid for at the contract unit bid price. Four methods of determining conformity and accepting work are described in Subsections 106.02 to 106.05 inclusive. The primary method of acceptance is specified in each Section of work. However, work may be rejected at any time it is found by any of the methods not to comply with the contract.

Remove and replace work that does not conform to the contract, or to prevailing industry standards where no specific contract requirements are noted, at no cost to the Government.

(a) Disputing Government test results. If the accuracy of Government test results is disputed, promptly inform the CO. If the dispute is unresolved after reasonable steps are taken to resolve the dispute, further evaluation may be obtained by written request. Include a narrative describing the dispute and a proposed resolution protocol that addresses the following:

- (1) Sampling method
- (2) Number of samples
- (3) Sample transport
- (4) Test procedures
- (5) Testing laboratories
- (6) Reporting
- (7) Estimated time and costs
- (8) Validation process

If the evaluation requires additional sampling or testing be performed, mutually agree with the Government on witnessing procedures and on sampling and testing by a third party laboratory. Use a third party laboratory accredited by the AASHTO accreditation program. Provide proof of the laboratory's accreditation for the test procedures to be used. Do not use the same laboratory that produced the disputed Government test results or that produced the test results used as a basis for the dispute.

The CO will review the proposed resolution protocol and may modify it before final approval and execution.

The Government will use the approved resolution protocol test results to determine the validity of the disputed testing. If the Government test results are validated, the Contractor will be responsible for all costs associated with developing and performing the resolution protocol. If the Government test results are not validated, the Government will be responsible for all costs associated with developing and performing the resolution protocol. If the validity of the Government test results cannot be determined, the Contractor and Government will equally share all costs associated with developing and carrying out the resolution protocol.

(b) Alternatives to removing and replacing non-conforming work. As an alternative to removal and replacement, the Contractor may submit a written request to:

- (1) Have the work accepted at a reduced price; or
- (2) Be given permission to perform corrective measures to bring the work into conformity.

The request must contain supporting rationale and documentation. Include references or data justifying the proposal based on an evaluation of test results, effect on service life, value of material or work, quality, aesthetics, and other tangible engineering basis. The CO will determine disposition of the nonconforming work.

Where sample/testing procedures make reference to AASHTO, ASTM, or other standards (designated as FLH T), the procedure as modified in the Materials Manual shall govern. Where the specifications make reference to AASHTO Test T11, "Procedure B - Washing Using a Wetting Agent" shall be the procedure followed.

Where the specifications make reference to AASHTO Test T310, "Direct Transmission Method of In-Place Nuclear Density and Moisture Content" shall be the procedure followed.

Reference to the Materials Manual means the Federal Lands Highway "Field Materials Manual, U.S. Department of Transportation, Federal Highway Administration," Publication No. FHWA-FL-91-002, dated March 1991, revised March 1994, and all amendments and supplements thereto. Copies are available from the Materials Engineer, Federal Highway Administration, Central Federal Lands Highway Division, Materials Branch, P.O. Box 25246, Denver, Colorado 80225-0246, Telephone: (720) 963-3537.

106.03 Certification. Add the following after the second paragraph:

See Table 106-3 for schedule for full or partial acceptance by material certification. Submit certification and sample of material for testing as required.

Table 106-3 Schedule For Full or Partial Acceptance by Materials Certification. Add Table 106-3 following Table 106-2.**Table 106-3**
Schedule For Full or Partial Acceptance by Materials Certification

Section	Description	Material	Material Property Or Specification	Frequency	
				Certification	Sample
306	Dust Palliative	Magnesium Chloride, Emulsified Asphalt, Lignin Sulfonate, Calcium Chloride	As specified	1 per shipment	First shipment
308	Minor Crushed Aggregate	Crushed Aggregate	Source, Quality and Gradation	1 per source	1 per source
404 and 417	Minor Hot Asphalt Concrete, Minor Cold Asphalt Mix	Aggregate Asphalt Mix	Source quality, Gradation, Stability, and Grade	1 per mix	1 per source
634 and 635	Permanent Pavement Markings, Temporary Traffic Control	634.02 as applicable, 635 as applicable	As specified	1 per source	-----
701	Hydraulic Cement	Portland Cement, Blended Hydraulic Cement and Masonry Cement	AASHTO M 85, M 240, and ASTM C 91	1 per shipment	1 per 100 tons
702.01	Asphalt Material	Asphalt Cement	AASHTO M 20, M 226, MP 1 or as applicable	1 per shipment	1 per shipment
702.02	Asphalt Material	Cut-back Asphalt	AASHTO M 81 or M 82 as applicable	1 per shipment	1 per shipment
702.03	Asphalt Material	Emulsified Asphalt	AASHTO M 140 or M 208 as applicable	1 per shipment	1 per shipment
702.05	Asphalt Material	Asphalt Materials used for Damproofing and Waterproofing Concrete Surfaces	As specified for each type of asphalt material	1 per shipment	-----
702.06	Recycling Agent	As specified	As applicable	1 per shipment	1 per shipment
702.08	Antistrip	As specified	As applicable	1 per shipment	-----
706	Concrete and Plastic Pipe	As specified	As applicable	1 per shipment	-----
707	Metal Pipe	Metal Pipe as specified	As applicable	1 per shipment	-----
708	Paint	As specified	As applicable	1 per batch\lot	1 sample for quantities > (25 gallons)

Section	Description	Material	Material Property Or Specification	Frequency	
				Certification	Sample
709	Reinforcing Steel and Wire Rope	As specified	As applicable	1 per shipment	For 709.01 & 709.03 submit 3, 1-yard bars of each size and grade of bar furnished. 709.02 submit 1 6-foot length for each size furnished
710	Fence and Guardrail	As specified	As applicable	1 per shipment	-----
711	Concrete Curing Material and Admixtures	As specified	As applicable	1 per material source per material type	-----
712	Joint Material (all)	As specified	As applicable	1 per shipment	-----
713	Roadside Improvement Materials (all)	As specified	As applicable	1 per shipment	-----
714	Geotextile and Geocomposite Drain	As specified	As applicable	1 per shipment	1 per project per type
715	Piling	As specified	As applicable	1 per shipment	-----
716	Material for Timber Structures	Timber and Hardware	As applicable	1 per shipment	-----
717	Structural Metal	As specified	As applicable	1 per shipment	717.01(e) minimum 6 per shipment for each size used. 717.10 1 per project
718	Traffic Signing and Marking (all)	As specified	As applicable	1 per shipment	-----
720	Structural Wall and Stabilized Materials (all)	As specified	As applicable	1 per shipment per material type	-----
721	Electrical and Illumination Material (all)	As specified	As applicable	1 per shipment per material type	-----
722	Anchor Material	As specified	As applicable	1 per shipment per material type	-----
725	Miscellaneous materials	As specified	As applicable	1 per shipment per material type	-----

Section 107. - LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC**107.03 Bulletin Board.** Add the following:

(g) “Beck” poster, according to FAR Clause 52.222-39 Notification of Employee Rights Concerning Payment of Union Dues or Fees.

107.10 Environmental Protection. Delete the text and substitute the following:

(a) **Spills of Petroleum Products or Hazardous Materials.** Properly clean up, mitigate, and remedy, if necessary, all spills of petroleum products, hazardous materials, or other chemical or biological products released from construction, fleet, or other support vehicles, or stationary sources. Respond in accordance with federal, state, and local regulations.

Immediately report to the CO any spill of petroleum products or a hazardous material. Report the spill to the appropriate federal, state, and local authorities, if the spill is a reportable quantity.

(b) **Water pollution.** Do not operate mechanized equipment or discharge or otherwise place any material within the wetted perimeter of any waters of the U.S. within the scope of the Clean Water Act (33 USC § 1251 et seq.). This includes wetlands unless authorized by a permit issued by the U.S. Army Corps of Engineers according to 33 USC § 1344, and, if required, by any State agency having jurisdiction over the discharge of material into the waters of the U.S. In the event of an unauthorized discharge:

- (1) Immediately prevent further contamination;
- (2) Immediately notify appropriate authorities; and
- (3) Mitigate damages as required.

Comply with the terms and conditions of any permits that are issued for the performance of work within the wetted perimeter of the waters of the U.S.

Separate the work areas, including material sources, by the use of a dike or other suitable barrier that prevents sediment, petroleum products, chemicals, or other liquid or solid material from entering the waters of the U.S. Use care in constructing and removing the barriers to avoid any discharge of material into, or the siltation of, the water. Remove and properly dispose of the sediment or other material collected by the barrier.

(c) **Vehicles and equipment.** All vehicles and equipment entering the project area must be clean of noxious weeds and free from oil leaks and are subject to inspection. Wash all construction equipment to thoroughly remove all dirt, plant, and other foreign material prior to entering the project. Particular attention must be shown to the under carriage and any surface where soil containing exotic seeds may exist. These efforts are critical to prevent the introduction and establishment of non-native plant species into the project area. Make arrangements for the CO to inspect each piece of equipment before entering the project. The CO will maintain records of

inspections. Equipment found operating on the project that has not been inspected, or has oil leaks will be shut down and subject to citation.

In general, when gasoline, diesel fuel, antifreeze, hydraulic fluid or any other chemical contained within the vehicle is released to the pavement or ground, proper corrective, clean-up, and safety actions specified in the SWPPP must be immediately implemented. All vehicles with load rating of 2 tons or greater should carry, at minimum, enough absorbent materials to effectively immobilize the total volume of fluids contained within the vehicle.

Repair oil leaks immediately on discovery. Do not use equipment that is leaking. Have oil pans and absorbent material in place prior to beginning repair work. Have the “on scene” capability of catching and absorbing leaks or spillages of petroleum products including antifreeze from breakdowns or repair actions with approved absorbent materials. Keep a supply of acceptable absorbent materials at the job site in the event of spills, as defined in the SWPPP. Sand or soil are not approved absorbent materials.

Use oil pans and absorbent materials to prevent leaks, spills and draining petroleum fluids from falling onto bare ground and paved surfaces during servicing of equipment. Dig up soils contaminated with such fluids, place in appropriate safety containers, and dispose of according to state and/or federal regulations.

(d) Environmental Clearances.

(1) Contractor-Selected, Non-Commercial Areas. Contractor-selected, non-commercial areas include, but are not limited to, material sources, disposal sites, waste areas, haul roads, and staging areas. (A commercial source is a current operating concern, which has in the recent past provided same-type materials or services). These requirements do not apply for areas identified by the FHWA as having previously received clearance.

Prior to construction activities in Contractor-selected, non-commercial areas, provide the following to the CO and the FHWA Environmental Section (12300 West Dakota Avenue, Lakewood, CO 80228/Fax 720-963-3610):

(a) A report with documentation, according to the Secretary of the Interior’s Standards and Guidelines for Archeology and Historic Preservation, to determine if prehistoric or historic buildings, structures, sites, objects, or districts listed or eligible for listing in the National Register of Historic Places (NRHP) are present and if they will be affected by the proposed activity. Include information identifying the location, total land area, and type of activity proposed. The FHWA will review this documentation. The FHWA will coordinate with the State Historic Preservation Officer (SHPO) and other parties, which will require the following time frames:

- (1) Coordination on a “no effect” determination may require 30 days or longer.
- (2) Coordination on eligibility and affects may require 45 days or longer.
- (3) Coordination on mitigation of adverse effects may require 60 days or longer.

(b) Written documentation that such activities will not affect any “Waters of the U.S.” as defined by the U.S. Army Corps of Engineers. Provide documentation by an individual capable of performing wetland delineations according to the 1987 Corps of Engineers’ manual. Documentation of effects to wetlands or other Waters of the U.S. will be submitted to the CO and to the FHWA Environmental section. If wetlands are affected, coordination with the Corps of Engineers may require 45 days or longer.

(c) Written documentation that such activities will not affect any species protected under the Endangered Species Act (ESA). Provide documentation prepared by a biological specialist. The written documentation will include a “no effect,” a “may affect-is not likely to adversely affect,” or a “may affect-is likely to adversely affect,” determination according to Section 7 of the Endangered Species Act. Submit the documentation to the CO and the FHWA Environmental Section. If the determination is “may affect-is not likely to adversely affect” or “may affect-is likely to adversely affect,” the FHWA will coordinate with the U.S. Fish and Wildlife Service (FWS), which will require the following time frames:

- (1) “May affect-is not likely to adversely affect” may require 45 days or longer.
- (2) “May affect-is likely to adversely affect” may require 150 days or longer.

Contract time will not be increased due to the submittal and approval process for the above three items.

107.11 Protection of Forests, Parks, and Public Lands. Add the following:

The following Forest Service fire prevention plan involving emergency curtailment of operations is in effect on this project. The CO will order the suspension of burning and other operations when directed to do so by the Forest Service. No adjustment in the contract completion date will be made for partial or total suspensions of burning operations.

FIRE PLAN FOR CONSTRUCTION AND SERVICE CONTRACTS

4-19-2005

(Ref: FSH 6309.32 and 6309.11)

1. SCOPE:

The provisions set forth below outline the responsibility for fire prevention and suppression activities and establish a suppression plan for fires within the contract area. The contract area is delineated by map in the contract. The provisions set forth below also specify conditions under which contract activities will be curtailed or shut down.

2. RESPONSIBILITIES:

A. Contractor

(1) Shall abide by the requirements of this Fire Plan.

(2) Shall take all steps necessary to prevent his/her employees, subcontractors and their employees from setting fires not required in completion of the contract, shall be responsible for preventing the escape of fires set directly or indirectly as a result of contract operations, and shall extinguish all such fires which may escape.

(3) Shall complete the Contractor's Plan Regarding Personnel and shall furnish the Contracting Officer (CO) with a copy prior to commencing work at the site. Shall currently advise the CO of any changes in personnel as the changes occur. Shall revise Section 6.B to reflect current activities upon request of the CO.

B. Forest Service

The Forest Service may conduct one or more inspections for compliance with the fire plan. The number, timing, and scope of such inspections will be at the discretion of agency employees responsible for contract administration. Such inspections do not relieve the Contractor of responsibility for correcting violations of the fire plan or for fire safety in general, as outlined in paragraph 2.A above.

3. TOOLS AND EQUIPMENT:

A. The Contractor shall comply with the following requirements during the fire precautionary period as defined by unit administering contracts unless waived in writing:

The Fire Precautionary Period is **May 01** to **Dec 01**.

Shall equip all diesel and/or gasoline-operated engines, both stationary and mobile, and all flues used in any contract and camp operations with spark arresters that meet Forest Service standards set forth in the National Wildfire Coordinating Group publication for Multiposition Small Engines, #430-1, or General Purpose and Locomotive, #430-2. Spark arresters are not required on equipment powered by exhaust-driven turbo-charged engines or motor vehicles equipped with a maintained muffler as defined in California Public Resources Code (CPRC), Section 4442 and 4443.

Shall furnish and have available for emergency use on each piece of equipment used in conjunction with performance of the work as listed below, hand tools and/or equipment as follows (CPRC 4427, 4428 and 4431):

(1) One shovel, one axe (or pulaski) and a fully charged fire extinguisher U.L. rated at 2-A:10-B:C, or larger, on each truck, personnel vehicle, tractor, grader and other heavy equipment. Contractor shall equip each mechanized harvesting machine with hydraulic systems, powered by an internal combustion engine (chipper, feller/buncher, harvester, forwarder, stroke delimeter, etc), except tractors and skidders, with at least two 4A:80-B:C fire extinguishers, or equivalent. In addition, concentrations of wood dust and debris shall be removed from such equipment daily.

(2) One shovel and one backpack 5 gallon water-filled tank with pump with each welder.

(3) One shovel and one pressurized chemical fire extinguisher for each gasoline-powered tool, including but not restricted to chain saws, soil augers, rock drills, etc. Fire extinguishers shall be of the type and size set forth in the California Public Resources Code Section 4431. Shovel must be kept within 100 feet from each chain saw when used off cleared landing areas.

(4) The Contractor is () is not (**X**) required to furnish a sealed box of fire fighting tools, to be located in the operating area, at a point accessible in the event of fire. This box shall contain:

- _____ 5-gallon, backpack pump-type fire extinguisher filled with water;
- _____ axes;
- _____ McCleod fire tools;
- _____ serviceable chain saw of three and one-half or more horsepower with a cutting bar 20 inches in length or longer;
- _____ shovels so that each employee at the operation can be equipped to fight fire.

The box shall remain unlocked, but be sealed with a Forest Service seal to be broken for emergency use only.

All tools and equipment required above shall be in good workable condition and shall meet the following Forest Service requirements for fire tools:

(a) Shovels shall be size "O" or larger and be not less than 46 inches in overall length.

(b) Axes (or pulaskis) shall have 2-1/2 pound or larger heads and be not less than 28 inches in overall length.

The Contractor is (**X**) is not () required to furnish a water tank truck or trailer on or in proximity to the contract area during the Fire Precautionary Period and meet the following minimum specifications: contain at least 300 gallons of water; a

combination straight stream-fog nozzle with 300 feet of one-inch fire hose, with no segment longer than 50 feet; fire hose with nozzle closed shall be capable of withstanding 200 psi pump pressure without leaking, slipping of couplings, distortions, or other failures; nozzle discharge rating of six to 20 gallons per minute; a pump capable of delivering 23 gallons per minute at 175 pounds psi at sea level; power unit for pump shall have fuel for at least two hours operation, with ample transport available for immediate and safe movement of tank over roads serving the contract area; and shall be in good working order; pump outlet shall be equipped with 1-1/2 inch National Standard Fire Hose thread.

Shall furnish two tractor headlights for each tractor dozer, tractor headlights shall be attachable to each tractor and served by an adequate power source

B Any additional fire plan requirements:

1. Under the water tank requirements replace 300 feet of one inch hose with 600 feet.
2. An alternative to the requirement of a 300 gallon water tank truck is to furnish a mobile unit capable of accessing the trail segments that can provide a Class A suppression system capable of extinguishing a 20 by 20 foot wildland fire within 5 minutes of discovery. See footnote 1/ in Section 5.

4. **GENERAL**

- A. **State Law.** The Contractor shall comply with all applicable laws of the State of California. In particular, see California Public Resource Codes.
- B. **Permits Required.** The Contractor must secure a special written permit from the District Ranger or designated representative before engaging in any of the activities listed below. The terms and conditions of any of the permits required for this contract are as shown on copies attached to the Fire Plan.
 - (1) Blasting and Storage of Explosives and Detonators. (Explosives Permit is required by California Health & Safety Code, Section 12101.)
 - (2) Burning.
 - (3) Air Pollution. (Issued by local State or County Air Pollution Control Districts, as applicable.)
 - (4) Camp, Lunch and Warming Fires.
 - (5) Welding and Cutting.

- C. **Regulations for Burning.** Before setting any fires whatsoever, the Contractor shall notify the CO of his/her intentions. Special care shall be taken to prevent scorching or causing any damage to adjacent structures, trees, and shrubbery. Piles of material to be burned shall be of such size and so placed that during burning no damage shall result to adjacent objects.
- D. **Smoking and Fire Rules.** Smoking shall not be permitted during fire season, except in a barren area or in an area cleared to mineral soil at least three feet in diameter (CPRC 4423.4). In areas closed to smoking, the CO may approve special areas to be used for smoking. The Contractor shall sign designated smoking areas. Contractor shall post signs regarding smoking and fire rules in conspicuous places for all employees to see. Contractor's supervisory personnel shall require compliance with these rules. Under no circumstances shall smoking be permitted during fire season while employees are operating light or heavy equipment, or walking or working in grass and woodlands.
- E. **Storage and Parking Areas.** Equipment service areas, parking areas, and gas and oil storage areas shall be cleared of all flammable material for a radius of at least 10 feet unless otherwise specified by local administrative unit. Small mobile or stationary internal combustion engine sites shall be cleared of flammable material for a slope distance of at least 10 feet from such engine. The COR shall approve such sites in writing.
- F. **Welding.** Contractor shall confine welding activity to cleared areas having a minimum radius of ten feet measured from place of welding.
- G. **Blasting.** Contractor shall use electric caps only. When blasting is necessary in slash areas, a watchperson equipped with shovel and a water-filled backpack can (5 gallon), with hand pump, shall remain in the immediate area for an hour after blasting has been completed.
- H. **Oil Filter and Glass Jugs.** Contractor shall remove from National Forest land all oily rags and used oil filters. Contractor shall prohibit use of glass bottles and jugs on contract operations.
- I. **Reporting Fires.** As soon as feasible, after initial control action is taken, within 1 hr, the contractor shall notify Forest Service of any fires along roads or project area within designated contract.
- J. **Communications.** Contractor shall furnish an agreed upon communication system connecting each operation with the designated Forest Service Dispatch Center. The communications system shall be capable of contacting the designated Forest Service Dispatch Center within five (5) minutes of discovery of a fire in the Contractor's operating area. The communications system shall be operable during the Contractor's operation in the fire precautionary period.
- K. **Fire Patrol Person.** When required, the sole responsibility of the patrol person shall be to patrol the operation for prevention and detection of fires and to take suppression

action where necessary. By agreement, one patrol person may provide patrol on this and adjacent projects.

5. **EMERGENCY MEASURES**

The table set forth below establishes work restrictions and fire precautions that the Contractor must observe at each activity level. The restrictions are cumulative at each level.

Contractor shall conform to the limitations or requirements of Project Activity Level (PAL) obtained from Forest Service before starting work each day. If practicable, Forest Service will determine the following day's activity level by 4:00 PM each afternoon. The Contractor can obtain the PAL for the following day by calling, after 4:00 PM, the following phone number **(530) 627-3291**. Activity level may be changed at any time if, in the judgment of the Forest Service, fire danger is higher or lower than predicted and such change is consistent with forest management objectives. The decision to change the activity level, and when, and how to take weather observations for that purpose, are within the discretion of Forest Service.

PROJECT ACTIVITY LEVELS

Contractor & Forest Service may agree to a variance for operations at levels, B, C, D & E.

Level	Project Activity Requirements	Additional Project Activity Requirements Using Hotsaw Technology (generally rotary heads operating at >1100 rpm)
A	Minimum required by Section 3	Same as Project Activity Requirements
B	<ol style="list-style-type: none"> 1. Furnish fire patrolperson. A fire patrolperson is required for mechanical operations from cessation of operations until 2 hours after operations cease or sunset, which ever occurs first 2. Tank truck or trailer shall be on or adjacent to landing (Section 3). 	Same as Project Activity Requirements.
C	<ol style="list-style-type: none"> 1. Fire patrolperson is required until sunset local time. 2. The following operations are prohibited from 1:00 PM until 8:00 PM local time: <ol style="list-style-type: none"> a. Blasting 	<p>Operations are prohibited between 1:00 PM and sunset local time. Operations may continue if they meet the following requirements:</p> <ol style="list-style-type: none"> 1. A fire patrolperson is required for each piece of equipment until sunset local time. 2. Provide periodic (once per hour) inspection of areas treated that day. 3. Provide on-board self extinguishing fire suppression system on each piece of equipment capable of extinguishing any equipment related fire or provide a portable Class A fire suppression system capable of extinguishing a 20 foot by 20 foot wildland fire within five minutes of discovery. 1/
D	<p>All following activities may operate:</p> <ol style="list-style-type: none"> 1. Rubber tired skidding 2. Chipping on roads or landings 3. Cable yarding 4. Loading of logs decked at landings 5. Welding or cutting of metal only by special permit 	Same requirements as listed in PAL C:

	<ol style="list-style-type: none"> 6. Road maintenance 7. Culvert installation 8. Dirt moving 9. Helicopter Yarding 10. Hand slash disposal 11. Chainsaw operations on landings and roadbeds <p>All other operations may continue after 1:00 PM local time, if they meet the following requirements:</p> <p>A fire patrolperson is required to walk all areas treated that day once per hour, until sunset local time. This includes chainsaw felling, metal track skidding, machines with chainsaw cutting heads and mastication equipment.</p>	
Ev	<p>All following activities may operate:</p> <ol style="list-style-type: none"> 1. Hauling and loading of logs decked at landings 2. Equipment at approved sites may be serviced. 3. Roads: Dust abatement or rock aggregate installation (does not include pit development) 4. Chainsaw operation associated with loading <p>All other operations may continue until 1:00 PM local time when Contractor and Forest Service agree to variance.</p>	<p>Operations are prohibited, except variances are permitted for operations until 1:00 PM local time when Contractor and Forest Service agree to additional precautions.</p> <p>Minimum requirements: At this level, the following types of equipment shall be immediately available within one quarter mile of the activity to quickly reach and effectively attack a fire start: tractors, skidders or other equipment with a blade capable of constructing fireline, plus PAL level D requirements.</p>
E	<p>The following activities may operate:</p> <ol style="list-style-type: none"> 1. Hauling and loading of logs decked at landings 2. Equipment at approved sites may be service. 3. Roads: dust abatement or rock aggregate installation (does not include pit development) 4. Chainsaw operation associated with loading 	Operations are prohibited

1/ Suppression system equipment minimum requirements: 100 feet of one inch hose, minimum discharge distance of 50 feet, minimum pressure 100 PSI at discharge orifice, and sustainable for a minimum of 5 minutes.

6. REPORTING ALL WILD FIRES

A. Contractor's employees shall report all fires to any of the following Forest Service facilities and/or personnel listed below, but not necessarily in the order shown:

	Name	Office Address and/or telephone	Home address and/or telephone
Dispatch Center			
Nearest FS Station			
Inspector			
COR			
District Ranger			
D.R. Designated Rep			

When reporting a fire, provide the following information;

- Your name;
- Call back telephone number;
- Project name;
- Location;
 - Legal description (Township, Range, Section); and
 - Descriptive location (Reference point);
- Fire Information;
 - Acres;
 - Rate of Spread; and
 - Wind Conditions.

B. **Contractor's Plan Regarding Personnel.** The Contractor shall, prior to commencing work, furnish the following information relating to key personnel

Title	Name	Address and/or telephone
Fire Patrolperson	Identified at the post contract award	

Section 108. - PROSECUTION AND PROGRESS

108.01 Commencement, Prosecution, and Completion of Work: Add the following:

Limit operations as follows:

- Environmental Protection; See Subsection 107.10 for requirements.

- Limiting operation procedures for temporary traffic control are specified in Section 156.

Perform no work except to maintain traffic control devices, erosion control devices, the roadway driving surface, and to control dust during the listed Federal holidays and surrounding days:

- Memorial Day Weekend: 12:00 Noon Friday to 6:00 am Tuesday.
- Independence Day: 12:00 Noon July 3 to 6:00 am July 5.
If July 4 falls on a weekend, Friday, or Monday, do not work the weekend.
- Labor Day Weekend: 12:00 Noon Friday to 6:00 am Tuesday.
- Thanksgiving: 12:00 Noon Wednesday to 6:00 am Monday.
- Christmas/New Years Holiday: 12:00 Noon December 23 to 6:00 am January 2.
If December 23 or January 1 falls on a Monday, do not work the adjacent weekend and do not work on December 23. If January 1 falls on a Friday, do not work the weekend.

Schedule at least 2 non-work days out of every 14 calendar days. The selected non-work days do not need to be consecutive, but they must be scheduled. Provide at least 2 weeks notice before changing the scheduled days off.

Exemptions to scheduled days off may be granted by written approval from the CO for specific project operations and/or for periods of limited duration.

Add the following:

A Notice to Proceed must be issued before commencement of any work. The count of contract time will begin upon issuance of the Notice to Proceed and shall run continuously until final construction completion.

Section 109. - MEASUREMENT AND PAYMENT

109.02 Measurement Terms and Definitions.

(m) Square yard. Delete the text and substitute the following:

(m) Square yard. 9 square feet. Measure on a plane parallel to the surface being measured. No deductions from the area computation will be made for individual fixtures having an area of 9 square feet or less. Do not measure overlaps.

109.08 Progress Payments.

(b) Closing date and invoice submittal date. Delete the last sentence and substitute the following:

Submit invoices to the designated billing office by the 7th day after the closing date. Invoices received by the designated billing office after the 16th day following the closing date will not be accepted for payment processing that month. Include late, unprocessed invoice submittals in the following month's invoice.

(e) Processing progress payment requests.

(1) Proper invoices. Delete the title and text and substitute the following:

(1) Invoices received by the 7th day following the closing date.

(a) Proper invoices. If the invoice meets the requirements of Subsection 109.08(c), and the quantities and unit prices shown on the Contractor's invoice agree with the corresponding quantities and unit prices shown on the Government's receiving report, the invoice will be paid.

(b) Defective invoices. If the invoice does not meet the requirements of Subsection 109.08(c), or if any of the quantities or unit prices shown on the Contractor's invoice exceed the corresponding quantities and unit prices shown on the Government's receiving report, the invoice will be deemed defective and the Contractor so notified according to FAR Clause 52.232-27(a)(2). Defective invoices will not be corrected by the Government and will be returned to the Contractor within 7 days after the Government's designated billing office receives the invoice.

Revise and resubmit returned invoices by the 18th day following the closing date. The CO will evaluate the revised invoice. If the invoice still does not meet the requirements of Subsection 109.08(c), the Contractor will be so notified according to FAR Clause 52.232-27(a)(2), and no progress payment will be made that month. Correct the deficiencies and resubmit the invoice the following month.

If the revised invoice meets the requirements of Subsection 109.08(c), but still had quantities or unit prices exceeding the corresponding quantities and unit prices shown on the Government's receiving report, the Government's data for that item or work will be used. The Contractor's invoice, as revised by the Government's receiving report, will be forwarded for processing by the 23rd day following the closing date. The Contractor will be notified by the 23rd day following the closing date of the reasons for any changes to the invoice.

(2) Defective invoices. Delete the title and text and substitute the following:

(2) Invoices received between the 8th and 16th day following the closing date.

(a) Proper invoices. If the invoice meets the requirements of Subsection 109.08(d), and the quantities and unit prices shown on the Contractor's invoice agree with the corresponding quantities and unit prices shown on the CO's receiving report, the invoice will be deemed proper and forwarded for processing within 7 days of receipt.

(b) Defective invoices. If the invoice does not meet the requirements of Subsection 109.08(d), the invoice will be deemed defective, the Contractor so notified according to FAR Clause 52.232-27(a)(2), and no progress payment will be made that month. Correct the deficiencies and resubmit the invoice the following month.

If the invoice meets the requirements of Subsection 109.08(d), but has quantities or unit prices exceeding the corresponding quantities and unit prices shown on the Government's receiving report, the Government's data for that item of work will be used. The Contractor's invoice, as revised by the Government's receiving report, will be forwarded for processing within 7 days of the Government's receipt of the invoice. The Contractor will be notified of the reasons for any changes to the invoice.

(f) Partial payments. Add the following after the first paragraph:

Partial payments for stockpiled manufactured material (aggregates) will be based on Contractor process control test results. If test results show the material to be out-of-specification, or in “reject” where statistical evaluation procedures are used, no payment for stockpiled materials will be made.

Section 152. - CONSTRUCTION SURVEY AND STAKING

Construction Requirements

152.02 General. Delete the first paragraph and substitute the following:

The Government will furnish to the Contractor one copy of each of the following information:

- 3D coordinates and offset distance from centerline for subgrade and surface course finishing stakes at 50-foot maximum intervals and miscellaneous intermediate stations.
- Slope stake books containing centerline grade and slope staking information at 50-foot maximum station intervals and miscellaneous intermediate stations.
- Computer listings containing: horizontal alignment, vertical alignment, earthwork quantities, and staking details showing superelevation template data and slope information.

The Government will provide files for downloading 3D data. Following is the information that will be provided electronically:

- 3D coordinates of control points.
- 3D coordinates of grade finishing stakes.

- 3D coordinates of slope stakes

The Government will perform the following:

- Establish basic survey control points for vertical and horizontal control of the project.

Delete the second sentence of the second paragraph and substitute the following:

Reestablish missing terrain cross-section reference hubs, control points, and stakes before slope staking begins. Do not perform any on-site survey work until a practicable schedule of staking activities has been submitted to the CO. Provide a survey schedule according to Section 155. Include the dates and sequence of the staking requirement.

152.03 Survey and Staking Requirements.

(e) Centerline reestablishment. Delete the text and substitute the following:

Reestablish centerline from instrument control points. The maximum spacing between centerline points is 25 feet when centerline curve radius is less than or equal to 250 feet. When the centerline curve radius is greater than 250 feet, the maximum distance between centerline points is 50 feet. Reestablish centerline as many times as necessary to construct the work.

(f) Grade finishing stakes. Delete the third paragraph and substitute the following:

The maximum longitudinal spacing between stakes is 25 feet when the centerline curve radius is less than or equal to 250 feet. When the centerline curve radius is greater than 250 feet, the maximum longitudinal spacing between stakes is 50 feet. The maximum transverse spacing between stakes is 25 feet. Reset grade finishing stakes as many times as necessary to construct the subgrade and each aggregate course. Use brushes or guard stakes at each stake.

(g) Culverts. Delete the first paragraph and substitute the following:

Verify, in the field, the approximate location of each individual culvert with the CO prior to surveying, designing, and staking culverts. Use the "Guide for Designing and Staking Culvert in the Field", dated January 9, 1996, issued by the U.S. Department of Transportation, Central Federal Lands Highway Division, Lakewood, CO, as a guide to the work in this section.

Perform the following:

(4) Add the following:

(a) For single skewed culverts, also submit a plotted field design cross-section, normal to roadway centerline, at each end section. Plot the offset and elevation of natural ground at the end section and at all proposed template break points between centerline and the end section. Ensure the template design embankment slope is not exceeded.

(b) For multiple skewed culverts, also submit a plotted field design cross-section, normal to roadway centerline, at the end sections (left and right) nearest to the shoulder. Plot the offset and elevation of natural ground at the end section and at all proposed template break points between centerline and the end section. Ensure the template design embankment slope is not exceeded.

(5) Add the following:

Plot at a scale of 1:100.

Add the following:

(8) When the field design has been approved, set culvert survey stakes, reference stakes, and stake inlet and outlet ditches to make the culvert, including end treatments (e.g., drop inlets) functional.

(9) Adjust slope stakes to provide for catch basins (and transitions into and out of catch basins) which correspond to the final culvert location and design. If the culvert was moved from location shown in the plans, review the slope stakes in the vicinity of the plan location and adjust the slope stakes to remove the planned catch basin.

(I) Miscellaneous survey and staking. Delete the text and substitute the following:

Perform all surveying, staking, recording of data, and calculations necessary for establishing the layout, control, and measurement required to construct the project. Perform the work in such a manner as to ensure the contract work is constructed in the proper location and to the required tolerances. Where staking increments are not identified, propose appropriate staking increments to the CO for acceptance.

Measurement

152.05 Delete the fourth paragraph and substitute the following:

Do not measure miscellaneous survey and staking for payment.

Section 153. - CONTRACTOR QUALITY CONTROL**Construction Requirements****153.02 Contractor Quality Control Plan.****(a) Process control testing.** Add the following:

See Table 153-1 for schedule of minimum sampling and testing for process control. Where no minimums are specified, submit proposed tests to be performed and the proposed sampling and testing frequencies.

For aggregates and/or aggregate/asphalt mixtures accepted under Subsection 106.03, sample and test for conformity with the Certification a minimum of one time per pay item.

(b) Inspection/control procedures.**(3) Production phase.** Add the following:

(d) Inspect the work, materials or assemblies accepted under Subsection 106.03 to ensure that **all** the work and materials comply with contract requirements. Furnish the results of the work inspection, along with the product certification or commercial certification as applicable, to the CO prior to incorporating the materials into the work.

(c) Description of records. Add the following:

Identify the format for reporting test results, materials certifications and the procedures to be used to maintain inspection records.

(d) Personnel qualifications.**(1) Add the following:**

Designate a Quality Control Supervisor (QCS) whose primary responsibility is managing the inspection system. The QCS may be the Contractor's Superintendent. Designate a QCS who is experienced to perform and supervise all work inspection, sampling and testing. The QCS will monitor all phases of the work and identify deficiencies and take appropriate corrective action.

Add the following:

(3) Personnel assigned to sampling or testing will have 1 year or more of recent job experience in the type of sampling and testing required by the contract, and the following:

(a) NICET Level II certification in highway materials, or State (SHA) or industry certification-related sampling and testing equivalent to their intended responsibilities.

(b) WAQTC or other nationally accepted certification program for intended sampling and testing responsibilities.

or

(c) Current or previous employment by an AASHTO accredited laboratory performing sampling and testing equivalent to their intended responsibilities.

(d) Demonstrated proficiency or successful testing of one or more proficiency samples may be substituted for basic qualifications pending verification of test results.

153.03 Testing. Delete the title and text and substitute the following:

153.03 Sampling and Testing. Perform the work required by Table 153-1 and by the accepted Quality Control Plan.

(a) Acceptance sampling. Acceptance sampling schedules and times or locations will be provided by the CO. Use a procedure for random sampling. In addition, sample any material that appears defective or inconsistent with similar material being produced, unless such material is voluntarily removed and replaced or otherwise corrected.

(b) Testing. Furnish a laboratory equipped with all test equipment necessary to satisfy the requirements of the contract. Ensure test equipment has been checked, calibrated, standardized and/or otherwise verified in accordance with AASHTO and ASTM standards by an individual qualified to do this work. Ensure mobile laboratories receive an equipment inspection after the laboratory has been moved to its permanent location on the project site and anytime it is moved thereafter. Inspect equipment within 45 days of actual use in project testing and at least once a year thereafter. Do not use equipment that has not been inspected or is found to be deficient. Mark deficient equipment and take it out-of-service until it is repaired or replaced and shown by subsequent inspection to perform as required. Maintain records documenting these inspections in the laboratory. Provide certification(s) stating the equipment conforms to testing requirements and provide evidence of current inspection.

The CO may require the Contractor to perform testing to demonstrate acceptable equipment and an acceptable level of technician competence. The CO may also check equipment and inspection records to verify condition. Repair or replace equipment not meeting applicable requirements. Keep laboratory facilities clean and maintain equipment in proper working condition. Provide the CO unrestricted access to the laboratory for inspection and review.

(c) Certifications. For materials accepted by certification in accordance with 106.03, review all certifications to insure compliance with the requirements of the contract prior to incorporating materials into the work and provide a signed copy of the reviewed certification(s) to the CO.

153.04 Records. Add the following to the first paragraph:

When tests are on material being incorporated into the work, report test results within the reporting times indicated in the sampling and testing requirements at the end of each section or as specified in the contract.

Add the following to the second paragraph:

Detailed inspection results including deficiencies observed and corrective actions taken.

153.05 Acceptance. Add the following:

If chronic deficiencies are noted in the Contractor's inspection or testing systems, the CO may order supplemental inspection and/or testing to be performed. The Government will charge to the Contractor all costs associated with such supplemental inspection or testing.

Delete the text for Measurement and Payment and substitute the following:

Measurement

153.06 Contractor quality control will be measured by the lump sum.

Payment

153.07 The accepted quantity, measured as provided above, will be paid at the contract price per unit of measurement for the pay item listed below that is shown in the bid schedule. Payment will be full compensation for the work prescribed in this Section. See Subsection 109.05.

The Contractor quality control lump sum will be paid as follows:

- (1) 25 percent of the lump sum, not to exceed 0.5 percent of the original contract amount, will be paid after all testing facilities are in place, qualified sampling and testing personnel have been identified, and the work being tested has started.
- (2) Payment for the remaining portion of the lump sum will be prorated based on the total work completed.

Table 153-1
Schedule of Minimum Sampling and Testing For Process Control
 (to be performed by the Contractor)

Section(s): 204, 208, 209.

Material	Property or Characteristic	Test Method or Specification	Frequency	Sampling Point
Embankment Construction Composition of Roadbed in Cuts	Classification and Moisture/Density	AASHTO M 145 AASHTO T 99 or AASHTO T 180 (minimum of 5 proctor points).	1 per material/type.	Source of material.
	In-place density and moisture content	AASHTO T 310	2 per lift, but not less than 2 every 1000 cubic yards.	Compacted embankment, subgrade as applicable.
	R-value	AASHTO T 190 (Tested by FHWA Central Lab).	1 per 2500 feet, or change in material type.	Sample depth: 0-12 inches.
Bedding/Backfill for Structures and Culvert Pipe	Classification and Moisture/Density	AASHTO M 145 AASHTO T 99 or AASHTO T 180 (minimum of 5 proctor points).	1 per material/type.	Source of material.
	In-place density and moisture content	AASHTO T 310	1 per 50 feet/lift. Minimum 2 per lift.	Compacted bedding or backfill as applicable.

Table 153-1
Schedule of Minimum Sampling and Testing For Process Control
 (to be performed by the Contractor)

Section(s): 255.

Material	Property or Characteristic	Test Method or Specification	Frequency	Sampling Point
Select wall backfill 704.13(a) and Wall backfill 704.13(b)	Gradation and liquid limit	AASHTO T 11 AASHTO T 27 AASHTO T 89 AASHTO T 90	1 per material/type	Source of material
	Moisture Density	AASHTO T99, Method C ⁽¹⁾	1 per material/type	Source of material
	In-place density and moisture content	AASHTO T 310	For MSE walls: 1 per 1-foot lift per 250-feet of wall length (minimum of 2 per lift)	Compacted backfill

⁽¹⁾ A minimum of 5 points are required for moisture density test.

Table 153-1
Schedule of Minimum Sampling and Testing For Process Control
 (to be performed by the Contractor)

Section(s): 404.

Material	Property or Characteristic	Test Method or Specification	Frequency	Sampling Point
Minor Hot Asphalt Concrete	Compaction	ASTM D2950	Once per lift.	In place, after compaction
	Placement temperature	Thermometer	As directed	Behind laydown machine
	Surface tolerance	Straight edge	During and after compaction	See Subsection 401-16

Section 154. - CONTRACTOR SAMPLING AND TESTING**Construction Requirements****154.02 Sampling.** Add the following:

Perform the initial curing of all concrete test cylinders. Provide for transporting the cylinders to the FHWA-Central Federal Lands Highway's Laboratory unless other testing facilities are authorized by the CO.

Label each concrete mold with the name and number of the Project, the cylinder number, date molded, location of the sample, and the test age (i.e. – 7, 14, or 28 days). Label the mold after casting and the cylinder after stripping to ensure the sample can be identified throughout the entire curing process.

Provide the required cylinder molds.

154.03 Testing Add the following:

Where Process Control Sampling and Testing frequencies in Table 153-1 are identical to the Sampling and Testing Tables for all applicable work the Process Control Samples may be used for acceptance.

Add the following subsection:

154.03B Field Laboratory (Contractor-Furnished). Furnish a laboratory equipped with all test equipment necessary to satisfy the requirements of the contract.

The sampling and testing services of a commercial laboratory meeting or exceeding the requirements described herein may be used if all contract sampling and testing requirements are satisfied by the use of the commercial facility.

Ensure test equipment has been checked, calibrated, standardized and/or otherwise verified in accordance with AASHTO and ASTM standards by an individual qualified to do this work. Ensure mobile laboratories receive an equipment inspection after the laboratory has been moved to its permanent location on the project site and anytime it is moved thereafter. Inspect equipment within 45 days of actual use in project testing and at least once a year thereafter. Do not use equipment that has not been inspected or is found to be deficient. Mark deficient equipment and it take out-of-service until it is repaired or replaced and shown by subsequent inspection to perform as required. Maintain records documenting these inspections in the laboratory. Provide certification(s) stating the equipment conforms to testing requirements and provide evidence of current inspection.

The CO may require the Contractor to perform testing to demonstrate acceptable equipment and an acceptable level of technician competence. The CO may also check equipment and inspection records to verify condition. Repair or replace equipment not meeting applicable requirements. Keep laboratory facilities clean and maintain equipment in proper working condition. Provide the CO unrestricted access to the laboratory for inspection and review.

Section 155. - SCHEDULES FOR CONSTRUCTION CONTRACTS

Construction Requirements

155.02 General.

Delete the last sentence of the second paragraph and substitute the following:

Do not begin any on-site work unless a preliminary construction schedule has been submitted to the CO.

Delete the first sentence of the third paragraph and substitute the following:

Use the Critical Path Method (CPM) described below to develop the construction schedule for the total contract work.

Delete the last sentence of the last paragraph and substitute the following:

Show completion of work within the contract time for the baseline schedule.

155.03 Bar Chart Method (BCM). Delete the Subsection.

155.04 Critical Path Method. Add the following after the first sentence of the first paragraph:

Use an approved computer program version of the Critical Path Method (CPM) described below to develop the construction schedule for the total contract work. Provide a copy of the program and the baseline schedule on individual compact discs to the CO for use during the contract. The CO will return all program compact discs to the Contractor upon completion of the contract.

155.05 Written Narrative.

(e) Delete the sentence and add the following:

Describe the work days per week, holidays, number of shifts, and the normal hours per shift for each activity.

Add the following:

(j) List anticipated monthly and cumulative contract earnings (including, for schedule updates, any contract modifications) for each month from the beginning of construction operations

through the completion of the work. Calculate and list each months anticipated earnings through the close of business on the date provided by the CO as the cut-off date for monthly progress estimates.

155.06 Schedule Updates. Delete the first sentence of the second paragraph and insert the following:

Provide 3 hard copies of the revised schedule and an electronic version of each revised schedule on compact disk to the CO for acceptance at least every 30 days or when:

Add the following:

On each update provide, to the nearest full day, accurate start and completion data for completed activities. If requested by the CO, provide signed and accepted daily reports to verify submitted schedule data.

Provide an explanation for any changes in operations that cause the schedule to surpass the completion date of the contract.

Allow 7 days after receipt for acceptance of the updated construction schedule or a return for revisions.

Section 156. - PUBLIC TRAFFIC

Construction Requirements

156.03 Accommodating Traffic During Work. Delete the last two sentences of the first paragraph and substitute the following:

Submit situation-specific traffic control implementation drawings and alternate traffic control proposals according to Subsection 104.03 for acceptance at least 14 days before intended use.

156.04 Maintaining Roadways During Work.

(a) Add the following:

Do not construct diversions outside of the clearing limits or use alternate route detours without the approval of the CO.

156.06 Limitations on Construction Operations.

(c) Delete the first sentence and substitute the following:

For alternate one-way traffic control, provide a minimum lane width of 9 feet. For two-way traffic control, match the existing site conditions.

(i) Delete the text and substitute the following:

Route 6N06 will not be permitted to be completely closed. Limit construction-caused delays to public traffic to a maximum of 1 hour per passage through the project. Allow traffic to pass without delay from 9:00pm to 8:00 am and from 12:00pm to 1:00pm.

Route 7N02 M.P. 1.0 will not be permitted to be completely closed. Limit construction-caused delays to public traffic to a maximum of 1 hour per passage through the project. Allow traffic to pass without delay from 9:00pm to 8:00 am and from 12:00pm to 1:00pm.

Route 7N02 M.P. 1.8 may be completely closed to public traffic. Complete closure is limited to the hours of 8:00am to 12:00pm and 1:00pm to 9:00pm. Allow traffic to pass without delay from 9:00pm to 8:00 am and from 12:00pm to 1:00pm.

Route 7N26 may be completely closed to public traffic. Complete closure is limited to the hours of 8:00am to 12:00pm and 1:00pm to 9:00pm. Allow traffic to pass without delay from 9:00pm to 8:00 am and from 12:00pm to 1:00pm.

Route 8N03 may be completely closed to public traffic. Complete closure is limited to the hours of 8:00am to 12:00pm and 1:00pm to 9:00pm. Allow traffic to pass without delay from 9:00pm to 8:00 am and from 12:00pm to 1:00pm. However, Route 8N03 must remain open from October to December for the Forest Service to access Horse Linto Creek.

If the contractor chooses to work on multiple routes at the same time, only one route may be completely closed. Complete closures are limited to the hours of 8:00am to 12:00pm and 1:00pm to 9:00pm. Allow traffic to pass without delay from 9:00pm to 8:00 am and from 12:00pm to 1:00pm.

(j) Add the following:

Limit the length of area affected as approved by the CO. See Subsection 108.01 for limitations on work.

Add the following:

(k) The authority to delay traffic or close the road will be contingent upon strict adherence to the advanced notification and posting of information regarding road closures, and upon maintenance of satisfactory road conditions for the passage of traffic through the work zone when closures aren't necessary.

Provide access, with a minimum width of 9 feet, through the work zone to emergency vehicles, including those carrying County, State, and U.S. Government personnel responding to emergencies, immediately upon arrival at the job site. Be prepared at all times to cease

construction operations immediately and restore the roadway so that passage can be provided to emergency vehicles anytime regardless of the traffic control plan in effect.

The intent of the road closure is to allow the contractor to work uninterrupted from public traffic to facilitate the major grading (i.e. major cut/fill construction, culvert installation requiring deep trenching or excavation, and retaining wall construction). Close coordination between the contractor, the Forest District Engineer and the local residents is required to avoid conflicts.

Notify the CO and the U.S. Forest Service District Engineer two weeks prior to any planned road closures and when any major changes to existing traffic control operations are anticipated.

The public must be notified of potential delays caused by construction. Notify the public according to Subsection 156.08.

156.08 Traffic and Safety Supervisor. Delete the second sentence and substitute the following:

The Traffic and Safety Supervisor may be the Contractor's Superintendent.

Add the following:

(i) Develop a public information plan to be approved by the CO prior to beginning of construction, and provide these services on an ongoing basis throughout construction. The information plan shall include, but is not limited to, preparing and placing notices in the local newspaper detailing the anticipated road closure schedule.

Section 157. - SOIL EROSION CONTROL

Construction Requirements

157.03 General. Delete the second paragraph and substitute the following:

The erosion control/water quality supervisor may be the Contractor's Superintendent.

The erosion control/water quality supervisor will be responsible for implementing all of the erosion control measures for Routes 6N06, 7N02 M.P. 1.0, 7N02 M.P. 1.8, 7N26, and 8N03.

Standard erosion control devices are provided in the contract. Detail site-specific measures for controlling erosion and submit to the CO for acceptance prior to implementation. Provide working drawings and associated data that do not exceed 24 by 36 inches in size. Allow 7 days for acceptance of the drawings or a return for corrections. Include the following in the detailed design:

- (1) Address contractual requirements for storm water runoff permits, environmental commitments, and other permit requirements here or in Subsection 107.01 or 107.10.

- (2) Location of each proposed erosion control measure.
- (3) Type of each erosion control measure.
- (4) Quantities and estimated unit costs of proposed temporary erosion control devices to be implemented during construction.
- (5) A schedule detailing coordination of erosion control measures with the various construction operations or stages. Include the furnishing, installation, maintaining, and removing of temporary devices and the installation of permanent erosion control features.
- (6) A schedule outlining the proposed schedule of clearing and grubbing, excavation, embankment, and culvert operations such that the area of disturbed or erodible material is minimized. Schedule the work such that temporary and permanent erosion measures can be incorporated at the earliest practical time.
- (7) Construction methods used in various items of work to minimize erosion.

Add the following:

At least 5 days prior to the preconstruction conference, designate in writing an Erosion Control Supervisor who is responsible for implementing the requirements of this Section. Do not designate the project superintendent as the Erosion Control Supervisor.

When temporary erosion control measures are required due to the Contractor's negligence, carelessness, or failure to install permanent controls as part of the work in a timely manner, provide temporary measures at no cost to the Government.

157.12 Inspection and Reporting. Add the following:

Monitor the turbidity of waters adjacent to the project. Take turbidity measurements using an HF-DRT 15CE turbidimeter or equivalent upstream of the project and 500 feet downstream of the area of the highest turbidity. If the measurements show an increase of 10 NTU or more, immediately suspend operations in the vicinity of the problem area and modify the erosion control measures to eliminate the cause of the high turbidity. Include turbidity readings, locations, and actions taken, if any, in inspection reports. Also provide documentation of meter calibration.

157.14 Acceptance. Add the following:

Soil erosion control will be evaluated under Subsection 106.02 based on the demonstrated ability of the erosion control measures to result in minimal soil erosion, sedimentation and/or siltation, and turbidity increases within or adjacent to the project limits.

Section 158. WATERING FOR DUST CONTROL**158.03 General.** Add the following:

Water for construction may be obtained from the following locations:

Project Routes	Water Source Location
6N06 MP 1.90	Madden Creek is the nearest source of water. It is at MP 1.
7N02 MP 1.00 -	Possibility of getting water at Coon Creek (MP 1.2), if not there then from Willow Creek community water.
7N02 MP 1.80	Same as MP 1.00.
7N26 MP 7.96	Hawkins Creek and the community of Hakins Bar. (7 to 10 mile haul)
8N03 MP 0.76	Horse Linto Creek (about 2 miles down 8N03) may be possible, otherwise same as 7N02.

There may be other opportunities for water sources, such as creek crossings where temporarily blocking a culvert may provide a suitable water source. These opportunities may be requested by the contractor, but shall require the approval of the CO.

Section 201. – CLEARING AND GRUBBING**Construction Requirements****201.06 Disposal.** Delete the first sentence and substitute the following:

All merchantable timber will remain the property of the Government and will be decked at a nearby location as approved by the CO.

Section 203. - REMOVAL OF STRUCTURES AND OBSTRUCTIONS**Construction Requirements****203.03 Salvaging Material.** Add the following:

Use care to prevent damage to existing concrete barrier scheduled for salvage along Routes 6N06 MP 1.92, 7N02 MP 1.8, 7N26 MP 7.96, and 8N03 MP 0.76. Existing concrete barrier scheduled for salvage shall be placed along the outside edges of existing turnouts adjacent to the project sites.

203.05 Disposing of Material.**(a) Remove from Project.** Add the following:

Secure environmental clearances according to Subsection 107.10.

(b) Burn. Delete the text.

(c) Bury. Delete the first paragraph and substitute the following:

Bury debris in trenches or pits in approved areas within the right-of-way. Do not bury debris inside the roadway prism limits, beneath drainage ditches, in any area subject to free-flowing water, or in areas where structure foundations are to be constructed.

Payment

203.08 Add the following:

All costs to remove and deliver salvaged concrete barrier is to be paid for under Bid Item 20302-1300, Removal of guardrail, concrete barrier.

Section 204. - EXCAVATION AND EMBANKMENT

Construction Requirements

204.14 Disposal of Unsuitable or Excess Material. Delete the first sentence and substitute the following:

Dispose of unsuitable or excess waste material legally off the project, or with approval from the CO and in coordination with the Forest Engineer.

Add the following:

Secure environmental clearances according to Subsection 107.10.

Payment

204.17 Add the following:

Payment for Item 20401 is limited to ten percent of the plan quantity of excavation in the cut until the slope rounding in that cut is completed.

Section 253. - GABIONS AND REVET MATTRESSES

Construction Requirements

253.03 General. Delete the first sentence and substitute the following:

Survey according to Section 152 and verify the limits of the structure.

Add the following:

Submit samples of rocks to the CO for approval prior to installation.

253.05 Structure Erection. Add the following to the first paragraph:

For gabion structures, grade the foundation for a width equal to the width of the gabion plus 2 feet. Where gabions are set on rocky foundations, place 6 inches of select granular backfill under the baskets.

253.07 Backfilling. Delete the second sentence and substitute the following:

Concurrently with the cell filling operation, backfill the area behind the gabion structure with unclassified borrow according to Subsection 209.10.

253.09 Acceptance. Delete the sixth paragraph and substitute the following:

Structure excavation and unclassified borrow will be evaluated under Section 209.

Section 255. - MECHANICALLY STABILIZED EARTH WALLS

Delete the text of this Section and substitute the following:

Description

255.01 This work consists of furnishing, and constructing mechanically stabilized earth (MSE) walls with geogrid reinforcement according to the details shown on the plans.

Materials

255.02 Conform to the following Section and Subsections:

Foundation fill	704.01
Select wall backfill	704.13(a)
Wall backfill	704.13(b)
Plastic pipe	706.08(d)
Permanent rolled erosion control products	713.18
Geotextile	714.01
Geocomposite sheet drain	714.02(b)
Geogrid	714.03
Mechanically stabilized earth wall material	720.01

Construction Requirements

255.03 General. Survey and stake the MSE wall locations, according to Section 152, prior to purchasing wall materials or submitting drawings for temporary shoring. Allow the CO the make adjustments in the wall location if required. Re-stake the wall if required by the CO. Prepare and submit preliminary installation drawings for MSE walls according to Subsection 104.03. Drawings will include existing terrain cross-sections and elevations of MSE walls. Do not disturb the existing ground at wall locations until existing terrain data has been acquired, incorporated into the preliminary drawings, and the CO has approved the drawings.

MSE wall design has been completed by the Government, per the plans and available geotechnical report(s). Table 255-1 lists available geotechnical report(s). General soil, rock strata descriptions, and indicated boundaries are based on engineering judgment and interpretation of available subsurface information, and may not reflect actual variation in subsurface conditions between borings and samples. The information has been prepared and is intended for Government design purposes. It is listed here for the purpose of providing intended users with access to the same information available to the Government.

**Table 255-1
Available Geotechnical Reports**

Title	Author	Date
Six Rivers – Lower Trinity ERFO Repairs, Report No. CA-FE-0004-07-01	Justin Henwood, FHWA CFLHD	May, 2007

Perform the work under Section 208. Grade the foundation to a width equal to the length of reinforcing mesh or strips plus 20 inches. Excavate into bedrock or boulders, as necessary, to obtain the required base width. Excavate using equipment capable of removing foundation and backslope materials while preventing any material to escape outside the construction limits. Excavate any loose, soft, or otherwise unsuitable material present at foundation grade of the wall and replace with foundation fill in horizontal layers. Construct foundation fill layers that do not exceed 6 inches in depth. Compact the MSE wall foundation according to Subsection 204.11.

(a) Temporary shoring. When required, design temporary shoring using one of the methods described in the California Trenching and Shoring Manual current at time of contract award. The manual is available from the California Department of Transportation or online at:

www.dot.ca.gov.

Prepare and submit drawings according to Subsection 104.03. Furnish design calculations and supporting data in sufficient detail to permit a structural and safety review of the proposed design. Show all information necessary to allow the design of all components to be checked independently. When manufactured parts are shown as the temporary shoring, provide catalog or equivalent data indicating the devices recommended safe load capacity. Do not start construction of any temporary shoring until the CO has accepted the drawings.

255.04 Wall Erection.

(a) Facing Unit Installation. Place the first course of welded wire mesh facing units with the horizontal legs resting on the foundation material. Verify that the facing units are level from end to end and from front to back. Overlap the horizontal wire extensions of front faces of adjacent facing units a minimum of 4 inches. Tie vertical wires of adjacent facing units together with tie wire or cable ties to maintain alignment. Use a string line or equivalent to align straight sections of the wall. Place permanent erosion control matting inside the biaxial geogrid reinforcement wrap. Place subsequent courses of facing units on previous courses, at a setback, as shown on the design drawings. Stagger the vertical joints between facing units of adjacent rows and layers by at least 4 feet. Align subsequent courses of facing units using a string line or equivalent method that is independent of the final positions of the underlying course of facing units.

(b) Geogrid Reinforcement Placement. Place uniaxial (primary) geogrid reinforcement elements horizontally on compacted fill at elevations and dimensions shown on the design drawings. Orient reinforcement elements with the highest strength axis perpendicular to the front wall face. Spliced reinforcement connections between shorter pieces of reinforcement will not be allowed. Prior to placing fill over reinforcement, place the biaxial (secondary) geogrid reinforcement, place the permanent erosion control matting, place the next course of wall units, pull the reinforcement taut, and anchor the reinforcement. Allow a sufficient length of biaxial (secondary) geogrid reinforcement and permanent erosion control matting at the wall face for the wrap and lap length. After placement of the geogrid reinforcement, permanent erosion control matting, and any required face wrap, place wire support struts on 24 inch centers (maximum), as shown on the detail drawings.

(c) Backfill Placement. Backfill the reinforced volume with select wall backfill in compacted lifts not to exceed 6 inches where hand compaction is used or in compacted lifts not to exceed 9 inches where heavy compaction equipment is used. Use only hand operated compaction equipment within 3 feet of the front face of the wall. Place, spread, and compact select wall backfill over the reinforcement in a manner that prevents development of slack in the reinforcement. Compact select wall backfill according to Subsection 204.11. Ensure that no voids exist below the reinforcing elements.

Do not damage or disturb the facing or reinforcing elements. Do not operate equipment directly on top of the reinforcing elements. Remove and replace all damaged, misaligned, or distorted wall components.

Backfill and compact behind the reinforced volume with wall backfill according to Subsections 204.10 and 204.11. At the end of the day's operation, slope the last lift of fill away from the wall face to direct surface runoff away from the wall face. Do not allow surface runoff from adjacent areas to enter the wall construction area.

Terminate wire-face wall at the beginning and end of each lift with a return of the wall facing a minimum of 4 feet into the backfill, as detailed in the design drawings.

(d) Construction Tolerances. Construct the wire-faced wall and components to have the ability to compress up to 2 inches at each layer of reinforcement without creating outward bulging of the facing elements. Construct the wall and components to meet Table 255-2:

**Table 255-2
Wire Faced Wall Construction Tolerances**

Description	Requirement
Wall batter	Within 2.0 inches per 10.0 feet of wall height and 1% for the overall wall height
Wall height	Within 1.0 inch per 10.0 feet of wall height and a maximum of 4.0 inches
Horizontal and vertical alignment	Within 2.0 inches at any point in the wall when measured with a 10 foot straightedge
Reinforcement elevation	Within 2.0 inches of the design elevation and within 2.0 inches above the corresponding connection elevation at the wall face. Do not place reinforcement below corresponding connection elevation.
Reinforcement inclination	Within 2% from horizontal

255.05 Drainage. Subsurface drainage is required. Install the drainage system as shown in drawing detail "MSE Wall Drainage, DETAIL 255-51". The CO may require supplemental drainage when seepage is identified in the excavation.

255.06 Acceptance. Structure excavation will be evaluated under Section 208.

Select wall backfill and wall backfill will be evaluated under Subsection 704.13. Foundation fill will be evaluated under Subsection 704.01.

Material for mechanically stabilized earth walls, plastic pipe, permanent erosion control matting, geotextiles, geocomposite sheet drains, and geogrid listed under Subsections 706.08, 713.18, 714.01, 714.02, 714.03 and 720.01 will be evaluated under Subsections 106.02 and 106.03.

Construction of mechanically stabilized earth wall will be evaluated under Subsections 106.02 and 106.04.

Measurement

255.07 Measure mechanically stabilized earth walls by the square foot of vertical projected front wall face. Do not measure the following for payment: select wall backfill, wall backfill, facing forms, permanent erosion control matting, uniaxial (primary) and biaxial (secondary) geogrid reinforcement, temporary shoring, drainage system, and returns at the ends of each lift.

Measure foundation fill under Section 208.

Measure structure excavation under Section 208.

Payment

255.08 The accepted quantities, measured as provided above, will be paid at the contract price per unit of measurement for the pay item listed below that is shown in the bid schedule. Payment will be full compensation for the work prescribed in this Section. See Subsection 109.05.

Payment at the unit bid price for the Section 255 pay items included in the bid schedule is full compensation for wall construction to a depth not exceeding 5 feet below the lowest elevation shown on the plans for each MSE wall structure. MSE wall construction includes structural backfill, wall elements, and all other costs associated with the wall installation.

**Table 255-7
Sampling and Testing Requirements**

Material or Product	Type of Acceptance (Subsection)	Property or Characteristic	Test Methods or Specifications	Sampling Frequency	Point of Sampling	Split Sample	Reporting Time
Backfill	Measure and tested for conformance (106.04)	Classification	AASHTO M145	1 per soil type	Source of material	Yes	Before using in work
		Gradation	AASHTO T27 & T11	1 per soil type	Source of material	Yes	Before using in work
		Moisture density	AASHTO T 180 Method D ⁽¹⁾ , or AASHTO T99, Method C ⁽¹⁾	1 per soil type	Source of material	Yes	Before using in work
		Compaction	AASHTO T 310 or other approved procedures	2 per lift	In place	---	Before using in work

⁽¹⁾ A minimum of five points per proctor.

Section 308. - MINOR CRUSHED AGGREGATE**308.05 Compacting and Finishing Crushed Aggregate.****(a) Roadway aggregate.****(2) Method 2. Delete the first sentence and substitute the following:**

Adjust the moisture content to a level suitable for compaction. Fill the interstices around the rock with earth or other fine material as practical. Use compression type rollers at speeds less than 6 feet per second and vibratory rollers at speeds less than 3 feet per second. Compact each layer of material full width until there is no visible evidence of further consolidation.

308.06 Acceptance Delete the second paragraph and substitute the following:

Construction of roadway aggregate courses will be evaluated under Subsections 106.02 and 106.03. Method 2 compaction will be evaluated under Section 106.02. Materials that do not meet the approved certification will be considered unacceptable.

Delete Table 308-1

Section 404. - MINOR HOT ASPHALT CONCRETE**Table 404-1 Sampling and Testing Requirements.**

Add footnote (1) after Compaction in the “Property or Characteristic” column:

⁽¹⁾ When directed, verify density by taking core samples from the compacted pavement according to AASHTO T230 Method B. Fill and compact the sample holes with asphalt concrete mixture.

Section 409. - ASPHALT SURFACE TREATMENT**Construction Requirements****409.10 Fog Seal. Add the following after the first sentence:**

Unless otherwise noted on the plans, dilute the specified emulsion one part water to one part emulsified asphalt.

Measurement**409.14** Add the following:

Measure fog seal including water added for dilution.

Indicate a breakdown of total emulsion and water added on the load invoices supplied to the CO for payment.

Section 411. - ASPHALT PRIME COAT**Description****411.01** Delete the second paragraph and substitute the following:

Prime coat asphalt grade is designated as shown in AASHTO M 140 or AASHTO M 208 for emulsified asphalt; AASHTO M 81 or AASHTO M 82 for cut-back asphalt; or Subsection 702.03(e) for other emulsified asphalts

Measurement**411.08** Add the following after the second paragraph:

Indicate a breakdown of total emulsion and water added on the load invoices supplied to the CO for payment.

Section 412. - ASPHALT TACK COAT**Description****412.01** Delete the text and substitute the following:

This work consists of applying an emulsified asphalt or hot asphalt cement tack coat.

Tack coat emulsified asphalt grade will meet AASHTO T 140 or AASHTO T 208.

Tack coat asphalt cement grade will meet AASHTO M 20, M 226, or M 320

Measurement**412.08** Add the following after the second paragraph:

Indicate a breakdown of total emulsion and water added on the load invoices supplied to the CO for payment.

Section 602. - CULVERTS AND DRAINS**Construction Requirements****602.03 General.** Add the following:

Do not use precast units unless included in the plans or approved by the CO.

Measurement**602.09** Add the following:

Measure pipe anchor assemblies under Section 606.

Section 609. – CURB AND GUTTER**Measurement****609.10** Add the following:

No separate measurement will be made for the asphalt mixture included in asphalt curb.

Measure curb by the linear foot.

Section 623. – GENERAL LABOR

Delete the text of this Section and substitute the following:

Description

623.01 This work consists of furnishing workers and hand tools for construction work, survey crews, and/or furnishing qualified personnel to perform technical work ordered by the CO and not otherwise provided for under the contract.

623.02 Workers and Equipment. Furnish competent workers and appropriate hand tools for the work.

Obtain approval of the length of a workday and workweek before beginning the work. Keep daily records of the number of hours worked. Submit the records along with certified copies of the payroll.

623.03 Surveying Services. Furnish personnel, equipment, and material that conform to the requirements of Subsection 152.01. Survey according to Section 152.

Survey and establish controls within the tolerances shown in Table 152-1, or within other tolerances as established by the CO.

Prepare field notes in an approved format. Furnish calculations. All field notes, supporting documentation, and calculations become the property of the Government upon completion of the work.

623.04 Office Technical Services. Furnish qualified engineering personnel experienced in highway construction and design, capable of performing in a timely and accurate manner. Provide personnel with a minimum of NICET Level II certification in highway design and construction, or State (SHA) or industry certification-related design and construction equivalent to their intended responsibilities. Personnel with 2 years or more of recent job experience in the type of highway design and construction provided for under the contract may be used in lieu of certifications. Provide the names and relevant experience of all personnel. Furnish supporting tools and equipment (e.g., calculator, computer, and software, and appropriate and commonly-used drafting tools for the assigned task).

All calculations, notes, and supporting documentation become the property of the government upon completion of the work.

623.05 Acceptance. Additional surveying services will be evaluated under Section 152.

Hired technical services will be evaluated under Subsections 106.02 and 106.04

Measurement

623.06 Measure the Section 623 items listed in the bid schedule according to Subsection 109.02 and the following as applicable.

Round portions of an hour up to the nearest half hour. Measure time in excess of 40 hours per week at the same rate as the first 40 hours.

For surveying services, the minimum field survey crew is two persons. Measure surveying service by the crew hour. Do not measure time spent in making preparations, performing calculations, plotting cross-sections and other data, and processing computer data, and other efforts necessary to successfully accomplish the ordered survey services.

Do not measure time for worker's transportation time to and from the project site.

Measure office technical services by the hour as ordered by the CO for performing calculations, plotting cross-sections and other data, and processing computer data.

Payment

623.07 The accepted quantities will be paid at the contract price per unit of measurement for the Section 623 pay item listed in the bid schedule. Payment will be full compensation for the work prescribed in this section. See Subsection 109.05.

Section 625. - TURF ESTABLISHMENT

Construction Requirements

625.03 Turf Establishment Seasons. Delete the first sentence and substitute the following:

Perform all seeding between **September 1 and October 15.**

625.07 Seeding. Add the following:

Seed Mixture	Application Rate
“Regreen” sterile hybrid seed	50 pounds per acre

625.08 Mulching Add the following:

Mulch	Application Rate
Rice or certified weed free Rye or Barley straw mulch	3000 pounds per acre

Section 634. - PERMANENT PAVEMENT MARKINGS

Construction Requirements

634.03 General. Add the following:

The Contractor may use, upon approval, permanent pavement marking materials and layouts meeting current state approved standards that are practiced in the region of the project in lieu of contract requirements, if the state standards meet the requirements of the MUTCD. The material substituted must be equivalent to that required in the specifications. Obtain the CO’s approval before incorporating into the work. When requesting approval, furnish to the CO the applicable state standards (specifications and drawings), manufacturer’s name and address, supplier’s certification indicating material is produced to state approved specifications, pricing data showing cost difference for labor and materials, and any other available information describing application and performance. When directed, submit samples for approval at the Contractor’s expense. Within 14 days, the CO will inform the Contractor as to the acceptance of the request. The unit price for the contract item(s) will be reduced to reflect any cost savings.

Section 635. - TEMPORARY TRAFFIC CONTROL**635.07 Construction Signs.** Add the following to the end of the first paragraph:

Provide the same type of sheeting on all post-mounted construction signs that pertain to the project.

Section 702. - ASPHALT MATERIAL**702.03 Emulsified Asphalt.** Add the following:

(e) **Other emulsified asphalts.** Other emulsified asphalts not covered by item (a) through (d) will conform to the following:

- | | |
|---|--------------|
| (1) Saybolt furol viscosity at 122°F, AASHTO T 59 | 15 – 150 sec |
| (2) Settlement, AASHTO T 59 | 1% max. |
| (3) Residue by distillation, AASHTO T 59 | 65% min. |
| (4) Oil Distillate by volume, AASHTO T 59 | 25% max. |
| (5) Solubility in trichloroethylene, AASHTO T 44 | 97.5 % min. |

Section 703. – AGGREGATE**703.06 Crushed Aggregate.** Add the following to the end of the paragraph:

When aggregate is used as a surface course, furnish an aggregate with a Plasticity Index conforming to Table 703-3a.

Table 703-3a
Surface Course Gradation and Plasticity Index

Sieve Size	Percent by Mass Passing Designated Sieve (AASHTO T 27 and T 11)
¾ inch	100
No. 4	41-71
No. 40	*
No. 200	5-20
Plasticity Index (PI)	4-12

(*) Submit target values for applicable sieves

Section 704. – SOIL

704.02 Bedding Material. Delete the text and substitute the following:

- | | |
|--|--|
| (a) Maximum particle size | ½ inch or half the corrugation depth, whichever is smaller |
| (b) Material passing # 200 sieve, AASHTO T 27 and T 11 | 10% max. |

704.02 Unclassified Borrow. Delete line (a) Maximum particle size, and substitute the following:

- | | |
|---------------------------|----------|
| (a) Maximum particle size | 6 inches |
|---------------------------|----------|

Add the following Subsection:

704.13 Wall fill soils.

(a) Select wall backfill. Furnish sound, durable, granular soil free from organic matter or other deleterious material (such as shale or other soft particles with poor durability). Conform to the following:

(1) Quality requirements.

- | | |
|---|-------------|
| (a) Gradation | Table 704-6 |
| (b) Shear maximum angle of internal friction on the portion passing the No. 4 sieve, AASHTO T 236 | 34° min. |

Note: Compact samples for AASHTO T 236 to 95 percent of the maximum density determined according to AASHTO T 99 method C.

- | | |
|--|----------|
| (c) Sodium sulfate soundness loss (5 cycles) | 15% max. |
| (d) Los Angeles abrasion, AASHTO T 96 | 50% max. |
| (e) Liquid limit, AASHTO T 89 | 30 max. |
| (f) Plastic index, AASHTO T 90 | 6 max. |

(2) Electrochemical requirements

- | | |
|-------------------------------|----------------|
| (a) Resistivity, AASHTO T 288 | 3000 Ω-cm min. |
|-------------------------------|----------------|

(b) pH, AASHTO T 289	5.0 to 10.0
(c) Sulfate content, AASHTO T 290	200 ppm max.
(d) Chloride content, AASHTO T 291	100 ppm max.

Notes:

- (1) Tests for sulfate and chloride content are not required when pH is between 6.0 and 8.0 and the resistivity is greater than 5000 ohm centimeters.
- (2) Electrochemical requirements are not applicable to geogrid-reinforced walls. Refer to Subsection 720.01(k) for durability design requirements.

**Table 704-6
Select Wall Backfill Gradation**

Sieve Size	Percent by Mass Passing Designated Sieve (AASHTO T 27 and T 11)
4 inch	100
3 inch	75 – 100
No. 4	30 – 75
No. 200	0 – 15

(b) Wall backfill. Furnish granular soil free from organic matter or other deleterious material (such as shale or other soft particles with poor durability) conforming to AASHTO soil classifications A-1, A-3, or A-2-4. Remove all rock particles and hard earth clods larger than 12 inches in the longest dimension.

Section 705. – ROCK

705.01 Gabion and Revet Mattress Rock. Add the following:

(d) Los Angeles abrasion, AASHTO T 96 50% max.

705.02 Riprap Rock. Delete lines (a), (b), (c), (d), and substitute the following:

(a) Apparent specific gravity, AASHTO T 85 2.40 min.

(b) Absorption, AASHTO T 85 4.0% max.

(c) Los Angeles abrasion, AASHTO T 96 50% max.

Section 706. - CONCRETE AND PLASTIC PIPE

706.08 Plastic Pipe. Delete the text and substitute the following:

Furnish perforated and nonperforated plastic pipe conforming to the following for the size and types specified. For watertight joints, conform to ASTM D 3212. For pipe culvert, furnish pipe conforming to types (a), (b), or (c) for the size specified.

(d) Corrugated polyethylene drainage tubing. Delete the title and text and substitute the following:

(d) Drainage pipe. Furnish polyethylene perforated or non-perforated corrugated plastic pipe conforming to AASHTO M 252. Furnish perforated or non-perforated polyvinyl chloride pipe with smooth interior, smooth or ribbed exterior conforming to AASHTO M 278, ASTM F 758, or ASTM F 949.

Section 714. – GEOTEXTILE AND GEOCOMPOSITE DRAIN MATERIAL

714.01(a) Physical requirements. Add the following:

(7) Uniaxial Geogrid	Table 714-7
(8) Biaxial Geogrid	Table 714-7

The following is added after Subsection 714.02:

714.03 Geogrid. Furnish geogrid reinforcement with a regular network of integral connected polymer tensile elements having an aperture geometry and junction strength to sufficiently permit significant mechanical interlock with the surrounding soil or rock. Provide geogrid with a structure dimensionally stable and able to retain its geometry under manufacture, transport, installation, ultraviolet degradation, and all forms of chemical and biological degradation encountered in the soil being reinforced.

(a) Physical requirements. Provide geogrids composed of fibers or ribs that are at least 85% by weight polyethylene, polypropylene or polyester. Form a network of fibers that will retain dimensional stability. Calculate long-term tensile strength “ T_{al} ” and pullout capacity of geogrids according to FHWA publication No. FHWA-NHI-00-043, entitled “Mechanically Stabilized Earth Walls and Reinforced Soil Slopes Design and Construction Guidelines.” The long-term tensile strength “ T_{al} ” must take into account reduction factors “RF” for creep (RF_{CR}), durability (RF_D), and installation damage (RF_{ID}) as defined in FHWA-00-043. Conform to the physical requirements in Table 714-7.

**Table 714-7
Geogrid Physical Requirements**

Property	Test Method	Minimum Acceptable Values	
		Uniaxial (Primary) Geogrid	Biaxial (Secondary) Geogrid
Wide width tensile strength (ultimate), lb/ft	ASTM D 4595	4,800/1500 ⁽¹⁾	1,100/1,100 ⁽¹⁾
Wide width tensile strength (5% strain), lb/ft	ASTM D 4595	1,500/500 ⁽¹⁾	300/300 ⁽¹⁾
Aperture size, inches	----- ---	1.0/1.0 ⁽¹⁾	0.5/0.5 ⁽¹⁾
Long Term Design Strength, lb/ft	GRI:GG4	1,750 ⁽²⁾	500 ⁽²⁾

(1) Machine Direction/Cross Machine Direction

(2) Principle strength (highest strength) direction

Identify, store, and handle geogrid according to ASTM D 4873-88 and manufacturer's recommendations. Limit geogrid exposure to ultraviolet radiation to less than 10 days.

(b) Evaluation procedures. Geogrid will be evaluated under Subsection 106.03. Furnish to the CO three copies of a commercial certification that the geogrid supplied meets the respective index criteria, measured in full accordance with all test methods and standards set forth in these specifications. State on the commercial certification the name of the manufacturer, product name, style number, chemical composition of the filaments, ribs, or yarns, and other pertinent information to fully describe the geogrid. Attest the certification by a person having legal authority to bond the manufacturer. In case of dispute over validity of values, the CO can require the contractor to supply test data from an agency approved laboratory to support the certified values submitted. Also, include the calculation of the long term design strength, with assumed reduction factors.

When samples are required, remove a 3-foot long, full-width sample from beyond the first outer wrap of the roll. Label the sample with the lot and batch number, date of sampling, project number, item number, manufacturer, and product name.

Manufacturing Quality Control: The manufacturer is responsible for establishing and maintaining a quality control program to ensure compliance with the requirements of this specification.

Perform conformance testing as part of the manufacturing process, testing may vary for each type of product. Consider the Table 714-8 for applicable index tests as a minimum for an acceptable QA/QC program.

**Table 714-8
Minimum Index Tests for QA/QC**

Property	Test Method	Minimum Conformance Requirement
Specific Gravity (HDPE only)	ASTM D-1505	To be provided by the material supplier of specialty company
Wide Width Tensile	ASTM D-4595	
Melt Flow (HDPE and PP only)	ASTM D-1238	
Intrinsic Viscosity (PET only)	ASTM D-4603	
Carboxyl End Group (PET only)	ASTM D-2455	
Single Rib Tensile (geogrids)	GRI:GG1	

Section 718. - TRAFFIC SIGNING AND MARKING MATERIAL

718.14 Waterborne Traffic Paint.

(g) **Daylight reflectance.** (Without glass beads) Delete the text and substitute the following:

(1) White, ASTM E 1347

84% relative to magnesium oxide standard

Section 720. – STRUCTURAL WALL AND STABILIZED EMBANKMENT MATERIAL

720.01 Mechanically-Stabilized Earth Wall Material. Add the following:

(k) **Geogrid.** Furnish geogrid reinforcement with a regular grid structure with apertures of sufficient size to allow interlocking with surrounding soil, rock, or earth. Manufacture geogrid using high-density polyethylene, polypropylene, or polyester. Calculate long-term tensile strength “ T_{al} ” and pullout capacity of geogrids according to FHWA publication No. FHWA-NHI-00-043, entitled “Mechanically Stabilized Earth Walls and Reinforced Soil Slopes Design and Construction Guidelines.” The long-term tensile strength “ T_{al} ” must take into account reduction factors “RF” for creep (RF_{CR}), durability (RF_D), and installation damage (RF_{ID}) as defined in FHWA-00-043.