

SPECIAL NOTICE

MT NPS ERFO 2007(1)-45(3) GTSR MP33 Permanent ERFO Repairs – Phase II

THIS IS A TASK ORDER REQUEST FOR PROPOSAL **SOLELY** FOR THE FOLLOWING CONTRACT AND CONTRACTOR:

<u>Contract Number</u>	<u>Contractor Name</u>	<u>Contractor Number</u>
DTFH70-07-D-00009	HK Contractors Inc	(208) 523-6600

THIS PROJECT IS BEING ADVERTISED ON THE FEDERAL BUSINESS OPPORTUNITIES WEBSITE TO ANNOUNCE THE UPCOMING PROJECT AND ASSIST POTENTIAL SUBCONTRACTORS BY PUBLICIZING OPPORTUNITIES. A PROPOSAL WILL **ONLY** BE ACCEPTED FROM THE ABOVE PRIME CONTRACTOR.

Additional information may be found on our web pages:

Construction Projects: <http://www.wfl.fhwa.dot.gov/edi/construction.htm>

Description: This web page contains links to access upcoming (synopsized) projects, advertised (solicitation) projects, bids and proposals received, awarded projects, awarded IDIQ contracts, bid tabs, and bid history.

Advertised Projects: <http://www.wfl.fhwa.dot.gov/edi/current.htm>

Description: This web page contains projects that are out for bid with links to the Federal Business Opportunities project page, question submittals, and a link to the project Question and Answers.

Going to the Sun Road Rehabilitation IDIQ: <http://www.wfl.fhwa.dot.gov/edi/idiq/gtsr.htm>

Description: This web page contains the contractors information, a description of the contract and the projects that have been awarded under the contract.

Going to the Sun Road Rehabilitation IDIQ Task Order Request For Proposal

Proposal Due Date: See page A-3, Block 13A.

Solicitation No. DTFH70-08-R-00006

MT NPS ERFO 2007(1)-45(3),
GTSR MP33 PERMANENT ERFO REPAIRS
PHASE II

HK Contractors Inc
P.O. Box 51450
IDAHO FALLS, ID 83405-1450

QUICK INDEX

Page	Item
---	Subcontracting Plan
A-3	SF 1442, Solicitation, Offer and Award
A-7	Bid Schedule
B-1	Solicitation Provisions
C-1	Contract Clauses
D-1	Davis-Bacon Wage Rates
E-1	Special Contract Revisions
H-1	Permits
I-1	Storm Water Prevention Pollution Plan
J-1	Fire Prevention and Suppression Plan

A-1 Notice to Offeror

PROPOSAL REMINDERS

Electronic proposals will not be accepted. Submit printed copy of your proposal to the address listed on the enclosed SF 1442. Before submitting your proposal, please review the following:

- Have you rechecked your figures?
- Have you completed the schedule?
- Have you completed and signed the SF 1442, Solicitation, Offer & Award?
- Have you acknowledged all amendments?
- Have you completed the Task Order subcontracting plan?
- **Have you marked "Proposal Enclosed for Solicitation No. DTFH70-08-R-00006" in the lower left corner of the submittal envelope?**

**Solicitation, Offer & Award, Bid Schedule, Contract Clauses,
Minimum Wage Schedule, Special Contract Requirements, and Plans**

This solicitation cites

***Standard Specifications for Construction of Roads and Bridges
on Federal Highway Projects, FP-03 – U.S. Customary Units***

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
610 EAST FIFTH STREET
VANCOUVER, WA 98661-3801
Phone (360) 619-7520 -- FAX (360) 619-7932



Web site: www.wfl.fhwa.dot.gov/edi/
e-mail: contracts@mail.wfl.fhwa.dot.gov



WORLD HERITAGE
SITE

PROJECT NAME	MT NPS ERFO 2007(1)-45(3), GTSR MP33 PERMANENT ERFO REPAIRS PHASE II
PROJECT TERMINI	BASE 1751+00 to 1772+00
PROJECT LENGTH	0.398 Miles
NATIONAL PARK	Glacier National Park
COUNTY	Glacier County
STATE	Montana
FIXED COMPLETION DATE	See FAR Clause 52.211-10 (clauses begin on page C-1)

TABLE OF CONTENTS

DESCRIPTION	PAGE
Notice to Offeror.....	A-1
Solicitation, Offer, and Award (SF 1442).....	A-3
Bid Schedule.....	A-7
Solicitation Provisions.....	B-1
Contract Clauses.....	C-1
Minimum Wage Schedule.....	D-1
SCRs Table of Contents	

SPECIAL CONTRACT REQUIREMENTS (SCRs)

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 Units.

Division 100.....	E-1
Division 150.....	E-27
Division 200.....	F-1
Division 250.....	F-7
Division 300.....	F-15
Division 600.....	F-19
Division 700.....	G-1
Permits.....	H-1
Storm Water Pollution Prevention Plan.....	I-1
Fire Protection and Suppression Plan.....	J-1

NOTICE TO OFFEROR

I. Project Location.

The project work is located approximately 49.5 miles northeasterly from Columbia Falls, Montana in Glacier County.

Signs have not been erected to identify the project limits. No Government personnel will be available for show-me tours.

II. Pre-Proposal Information.

This solicitation includes electronic plan sheets. Plan sheets can be found at <http://www.wfl.fhwa.dot.gov/edi/plans/gtsrmp33/> and viewed by individual sections, downloaded by individual sections, or the entire plan set downloaded in a zip file. A paper copy of the plan sheets is available by submitting the form included in this solicitation.

Requests for technical information (Plan and Division 100 – 700 Specification questions only) about this project will only be accepted in writing (see Block 9 on page A-5).

REPS & CERTS. Submit or update Representations and Certifications online at <http://orca.bpn.gov> before bid submittal. For more details go to FAR Provision 52.204-8 *Annual Representations and Certifications* (see page B-2). If you have previously registered on-line and the NAICS code for this solicitation is different than the code listed in your online file, please note the amended changes on the lines provided in FAR 52.204-8.

Particular attention should be paid to Standard Form 1442, Solicitation, Offer and Award, to assure that Blocks 14, 15, 16, 19, 20A, and 20C are completed correctly. Sign Block 20B according to the instructions in Subsection 102.02. You must submit a completed ‘Authority to Sign’ document. You must also complete the representations and certifications contained in the Contract Provisions beginning on page B-1. Failure to furnish or complete any of the above may result in your bid being considered nonresponsive and being rejected.

III. Post Award Information.

Insurance requirements are set forth in Subsection 107.05.

Contractor Performance Evaluations. FHWA is now posting evaluations in the National Institutes of Health’s Contractor Performance System (CPS) for completed projects. Register at <https://cps.nih.gov/infopage.asp> (Click on “CPS Info” tab, then click on “Contractor Information” button) to view and comment on evaluations. System registration is only required once. Review the evaluation and submit comments within 30 days of notification. Reviewing the evaluation and submitting comments is limited to one entry. If unable to register, call 360.619.7520 for assistance or a copy of the evaluation. You can also access the Contractor User Manual from this web link.

Notice to Offeror

Project: MT NPS ERFO 2007(1)-45(3), GTSR MP 33 Permanent ERFO Repairs

Some known potential material sources are listed below. The government makes no representation as to the quality or quantity of material, or rights to the availability of material from these sources. These sources are considered contractor-located in accordance with Section 105 and are subject to annual weed-free inspections by the Government. Coordinate with the CO at the start of each construction season to determine if the listed sites meet weed-free requirements.

Material for use in roadway aggregate under Section 308 and aggregates for Section 404 may be obtained from the following sites:

Goose Bay Equipment, Inc.
Goose Pit
325 Jellison Road & Highway 2
Kalispell, MT 59901
Phone No.: 406-257-8240

JTL Group
Hodson Pit & Main Plant
Highway 2 E
Kalispell, MT 59901
Phone No.: 406-752-2755

LHC, Inc.
1174 Stillwater Road
Kalispell, MT 59901
Phone No.: 406-756-3467

Weaver Gravel
1190 Elk Park Road
Columbia Falls, MT 59912
Phone No.: 406-755-0212

IV. Specifications and Permits.

Carefully review Section 153 Contractor Quality Control of the Special Contract Requirements. New requirements have been included that substantially change work required for this Section compared to previous versions.

This solicitation and subsequent contract are governed by the Federal Acquisition Regulation (FAR), agency supplemental regulations, and the Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects, FP-03 U.S. Customary Units. Obtain paper copies of the FP-03 by calling 360.619.7520, e-mailing at plans_spec@fhwa.dot.gov, or writing Federal Highway Administration, 610 East Fifth Street, Vancouver, WA 98661, Attention: Specification Engineer. An electronic version may be found at:

<http://www.wfl.fha.dot.gov/design/specs/fp03.htm>.

Bid Schedule

Project: MT NPS ERFO 2007(1)-45(3)
GTSR MP 33 PERMANENT ERFO REPAIRS

Offeror please note: Before preparing the bid, carefully read the Solicitation Provisions.

Insert a unit bid price, in figures, for each pay item for which a quantity appears in the bid schedule. Multiply the unit price by the quantity for each pay item and show the amount bid. Should any mathematical check made by the Government show a mistake in the amount bid, the Amount Bid for the item will be based on the Unit Bid Price.

When "LPSM" (Lump Sum) appears as a unit bid price, insert an amount for each lump sum pay item.

When a sum based on a fixed rate appears for any pay item in the amount bid column, include the Government inserted amount bid for the item in the total bid amount.

Total the amounts bid for all pay items and insert the total bid amount.

The quantity for the following item of work is a Contract Quantity (see FP-03, Subsection 109.02):

31001-0000

Pay Item No.	Estimated Quantity	Unit Bid Price	Amount Bid
15101-0000	MOBILIZATION		
	ALL	Lump Sum	\$ _____
15201-0000	CONSTRUCTION SURVEY AND STAKING		
	ALL	Lump Sum	\$ _____
15301-0010	CONTRACTOR QUALITY CONTROL AND ASSURANCE		
	ALL	Lump Sum	\$ _____
15401-0000	CONTRACTOR TESTING		
	ALL	Lump Sum	\$ _____
15501-0000	CONSTRUCTION SCHEDULE		
	ALL	Lump Sum	\$ _____
20301-0500	REMOVAL OF CATCH BASIN		
	2		
	EACH	\$ _____	\$ _____

Bid Schedule A

Project: MT NPS ERFO 2007(1)-45(3)
GTSR MP 33 PERMANENT ERFO REPAIRS

Pay Item No.	Estimated Quantity	Unit Bid Price	Amount Bid
20301-1900	REMOVAL OF PIPE CULVERT 2 EACH	\$ _____	\$ _____
20302-1500	REMOVAL OF MASONRY GUARDWALL 125 LNFT	\$ _____	\$ _____
20401-0000	ROADWAY EXCAVATION 550.0 CUYD	\$ _____	\$ _____
20701-0700	EARTHWORK GEOTEXTILE, TYPE II-A 1,400 SQYD	\$ _____	\$ _____
25101-4000	PLACED RIPRAP, CLASS 4 80.0 CUYD	\$ _____	\$ _____
25101-7000	PLACED RIPRAP, CLASS 7 1,800 CUYD	\$ _____	\$ _____
25210-0000	ROCKERY (WALL) 50 SQYD	\$ _____	\$ _____
25501-0000	MECHANICALLY STABILIZED EARTH WALL 2,940 SQFT	\$ _____	\$ _____
30802-1000	ROADWAY AGGREGATE, METHOD 1 630 TON	\$ _____	\$ _____
31001-0000	RECYCLED AGGREGATE BASE 2,700 SQYD	\$ _____	\$ _____
40401-0000	MINOR HOT ASPHALT CONCRETE 1,000 TON	\$ _____	\$ _____
60201-1200	48-INCH PIPE CULVERT (INSTALL SALVAGED CULVERT) 80.0 LNFT	\$ _____	\$ _____

Bid Schedule A

Project: MT NPS ERFO 2007(1)-45(3)
GTSR MP 33 PERMANENT ERFO REPAIRS

Pay Item No.	Estimated Quantity	Unit Bid Price	Amount Bid
60201-1200	48-INCH PIPE CULVERT 20.0 LNFT	\$ _____	\$ _____
60403-0000	INLET (INSTALL SALVAGED INLET) 2 EACH	\$ _____	\$ _____
60403-0000	INLET (TYPE 1, MODIFIED) 2 EACH	\$ _____	\$ _____
60501-0000	STANDARD UNDERDRAIN SYSTEM 500.0 LNFT	\$ _____	\$ _____
60905-1000	GUTTER, CONCRETE 500.0 LNFT	\$ _____	\$ _____
62010-1000	STONE MASONRY GUARDWALL (ASHLAR TYPE 1) 350.0 LNFT	\$ _____	\$ _____
62010-1000	STONE MASONRY GUARDWALL (ASHLAR TYPE 3) 130.0 LNFT	\$ _____	\$ _____
62013-2000	STONE MASONRY WALL (VENEER) 450 SQYD	\$ _____	\$ _____
62201-0250	DUMP TRUCK, 10 CUBIC YARD MINIMUM CAPACITY 40.0 HOUR	\$ _____	\$ _____
62201-0950	WHEEL LOADER, 3 CUBIC YARD MINIMUM RATED CAPACITY 60.0 HOUR	\$ _____	\$ _____
62201-3000	HYDRAULIC EXCAVATOR , with hoe ram attachment 40.0 HOUR	\$ _____	\$ _____
62201-3000	HYDRAULIC EXCAVATOR 40.0 HOUR	\$ _____	\$ _____

Bid Schedule A

Project: MT NPS ERFO 2007(1)-45(3)
GTSR MP 33 PERMANENT ERFO REPAIRS

Pay Item No.	Estimated Quantity	Unit Bid Price	Amount Bid
62301-0000	GENERAL LABOR 40.0 HOUR	\$ _____	\$ _____
62302-0000	SPECIAL LABOR , Blaster 150.0 HOUR	\$ _____	\$ _____
63318-1000	SNOWPOLE HOLDER 14 EACH	\$ _____	\$ _____
63401-0300	PAVEMENT MARKINGS, TYPE B, SOLID (WHITE) 570 LNFT	\$ _____	\$ _____
63401-0300	PAVEMENT MARKINGS, TYPE B, SOLID (YELLOW) 8,500 LNFT	\$ _____	\$ _____
63502-0600	TEMPORARY TRAFFIC CONTROL, BARRICADE TYPE 3 7 EACH	\$ _____	\$ _____
63502-1200	TEMPORARY TRAFFIC CONTROL, TUBULAR MARKER, TYPE 28-INCH 40 EACH	\$ _____	\$ _____
63502-1300	TEMPORARY TRAFFIC CONTROL, DRUM 10 EACH	\$ _____	\$ _____
63503-0500	TEMPORARY TRAFFIC CONTROL, MOVING CONCRETE BARRIER 600.0 LNFT	\$ _____	\$ _____
63504-1000	TEMPORARY TRAFFIC CONTROL, CONSTRUCTION SIGN 267.0 SQFT	\$ _____	\$ _____
64603-0900	FIXTURE, PORTABLE TOILET 2 EACH	\$ _____	\$ _____

Bid Schedule A

Project: MT NPS ERFO 2007(1)-45(3)
GTSR MP 33 PERMANENT ERFO REPAIRS

Pay Item No.	Estimated Quantity	Unit Bid Price	Amount Bid
64625-1000	MAINTENANCE, TOILET 16 EACH	\$ _____	\$ _____

TOTAL \$ _____

Submitted by: _____
Name of Offeror

Bid Schedule A

Project: MT NPS ERFO 2007(1)-45(3)
 GTSR MP 33 PERMANENT ERFO REPAIRS

Federal Acquisition Regulation Solicitation Provisions

Representations, Certifications and Other Statements of Offeror

Note: The provisions included in the basic IDIQ apply. The following provisions have been changed or require fill-in for this specific project.

The Offeror Makes the Following Representations and Certifications as a Part of its Offer.

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sept 2005)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989—

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of this contract;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

Completing FAR provision 52.204-8 Annual Representation and Certifications.

- This solicitation is issued under **NAICS 237310 – Highway, Street & Bridge Construction** with a small business size standard of **\$31 million**. If **your average annual gross receipts for the past 3 years are above \$31.0 million** you are a large business for this solicitation. If they are **below \$31.0 million** you are a small business. Please complete the certification listed in paragraph (b).
- Your small business information is pulled into ORCA from the Central Contractor Registration (CCR). Please include NAICS **237310** in the Central Contractor Registration (CCR) at <http://www.ccr.gov/>. Please note that if you are currently using a NAICS code beginning in **234**, you are using an outdated code. Please update your files to **237310 – Highway, Street & Bridge Construction**.
- Before submitting bids, please ensure you have completed your annual representations and certifications electronically at the ORCA website, <http://orca.bpn.gov>.

(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: 4.1%
Goals for Female Participation for Each Trade: 6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the *Federal Register* in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative 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 **Glacier County, Montana**.

52.225-12 Notice of Buy American Act Requirement—Construction Materials under Trade Agreements (Jan 2005)

(a) *Definitions*. "Construction material," "designated country 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 Under Trade Agreements" (Federal Acquisition Regulation (FAR) clause 52.225-11).

(b) *Requests for determination 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 FAR clause 52.225-11 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 materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.

(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, other than designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic or designated country 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 FAR clause 52.225-11 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 FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material, and the offeror shall be required to furnish such domestic or designated country 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.

USE OF RECOVERED MATERIALS ON FEDERAL LANDS HIGHWAY PROJECTS

Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (RCRA) of 1976, as amended (42 U.S.C. 6901 *et seq.*), requires Federal, State, and local procuring agencies using appropriated Federal funds to purchase items composed of the highest percentage of recovered materials practical. Use of recovered materials is strongly encouraged on Federal Lands Highway Projects. Highway construction items covered by the Environmental Protection Agency's *Comprehensive Guidelines for Procurement of Products Containing Recovered Materials* include fly ash, ground granulated blast furnace slag, traffic barricades, traffic cones, hydraulic mulch and compost for mulch.

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.

FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFEROR

52.214-34 Submission of Offers in the English Language (Apr 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

52.214-35 Submission of Offers in U.S. Currency (Apr 1991)

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

52.215-1 Instructions to Offerors—Competitive Acquisition (Jan 2004)

(a) *Definitions.* As used in this provision—

“*Discussions*” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer’s discretion, result in the offeror being allowed to revise its proposal.

“*In writing,*” “*writing,*” or “*written*” means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“*Proposal modification*” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“*Proposal revision*” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“*Time,*” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (*e.g.*, electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show—

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii) (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall—

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [*insert numbers or other identification of sheets*]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

52.215-20 Requirements for Cost or Pricing Data or Information Other than Cost or Pricing Data (Oct 1997)

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following paragraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) *Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) *Commercial item exception.* For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include—

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), *e.g.*, wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) *Requirements for cost or pricing data.* If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

52.216-1 Type of Contract (Apr 1984)

The Government contemplates award of a **Firm Fixed-Price Task Order Contract** resulting from this solicitation.

52.236-27 Site Visit (Construction) (Feb 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) Prospective Offerors were encouraged by letter of **October 10, 2007**, to inspect the site prior to onset of adverse weather conditions. Currently, the site may not be accessible. There will be no government arranged site visits.

52.236-28 Preparation of Proposals—Construction (Oct1997)

(a) Proposals must be (1) submitted on the forms furnished by the Government or on copies of those forms; and (2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.

(b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including—

- (1) Lump sum price;
- (2) Alternate prices;
- (3) Units of construction; or
- (4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words “no proposal” in the space provided for any item on which no price is submitted.

(d) Alternate proposals will not be considered unless this solicitation authorizes their submission.

Reserved

Federal Acquisition Regulation Contract Clauses

Note: The clauses included in the basic IDIQ apply. The following clauses have been changed or require fill-in for this specific project.

52.204-1 Approval of Contract (Dec 1989)

This contract is subject to the written approval of the Western Federal Lands' Division Engineer (or delegate) or the Second Level Contracting Officer, and shall not be binding until so approved.

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 **November 13, 2008**, subject to such extensions as may be authorized. 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 July 17, 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.

52.211-12 Liquidated Damages—Construction (Sep 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 Special Contract Requirements, Subsection 108.04.

(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.

52.215-10 Price Reduction for Defective Cost or Pricing Data (Oct 1997)

(a) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because—

(1) The Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;

(2) A subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data; or

(3) Any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.

(b) Any reduction in the contract price under paragraph (a) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which—

(1) The actual subcontract; or

(2) The actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.

(c) (1) If the Contracting Officer determines under paragraph (a) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.

(ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2) (i) Except as prohibited by subdivision (c)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if—

(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the cost or pricing data were available before the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

(ii) An offset shall not be allowed if—

(A) The understated data were known by the Contractor to be understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data; or

(B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the "as of" date specified on its Certificate of Current Cost or Pricing Data.

(d) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid—

(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

(2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data that were incomplete, inaccurate, or noncurrent.

52.215-12 Subcontractor Cost or Pricing Data (Oct 1997)

(a) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1 applies.

(b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(c) In each subcontract that exceeds the threshold for submission of cost or pricing data at FAR 15.403-4, when entered into, the Contractor shall insert either—

- (1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of cost or pricing data for the subcontract; or
- (2) The substance of the clause at FAR 52.215-13, Subcontractor Cost or Pricing Data—Modifications.

52.215-15 Pension Adjustments and Asset Reversions (Oct 2004)

(a) The Contractor shall promptly notify the Contracting Officer in writing when it determines that it will terminate a defined-benefit pension plan or otherwise recapture such pension fund assets.

(b) For segment closings, pension plan terminations, or curtailment of benefits, the amount of the adjustment shall be—

- (1) For contracts and subcontracts that are subject to full coverage under the Cost Accounting Standards (CAS) Board rules and regulations (48 CFR Chapter 99), the amount measured, assigned, and allocated in accordance with 48 CFR 9904.413-50(c)(12); and
- (2) For contracts and subcontracts that are not subject to full coverage under the CAS, the amount measured, assigned, and allocated in accordance with 48 CFR 9904.413-50(c)(12), except the numerator of the fraction at 48 CFR 9904.413-50(c)(12)(vi) shall be the sum of the pension plan costs allocated to all non-CAS covered contracts and subcontracts that are subject to Federal Acquisition Regulation (FAR) Subpart 31.2 or for which cost or pricing data were submitted.

(c) For all other situations where assets revert to the Contractor, or such assets are constructively received by it for any reason, the Contractor shall, at the Government's option, make a refund or give a credit to the Government for its equitable share of the gross amount withdrawn. The Government's equitable share shall reflect the Government's participation in pension costs through those contracts for which cost or pricing data were submitted or that are subject to FAR Subpart 31.2.

(d) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(g).

52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions (July 2005)

(a) The Contractor shall promptly notify the Contracting Officer in writing when the Contractor determines that it will terminate or reduce the benefits of a PRB plan.

(b) If PRB fund assets revert or inure to the Contractor, or are constructively received by it under a plan termination or otherwise, the Contractor shall make a refund or give a credit to the Government for its equitable share as required by 31.205-6(o)(5) of the Federal Acquisition Regulation (FAR). When determining or agreeing on the method for recovery of the Government's equitable share, the contracting parties should consider the following methods: cost reduction, amortizing the credit over a number of years (with appropriate interest), cash refund, or some other agreed upon method. Should the parties be unable to agree on the method for recovery of the Government's equitable share, through good faith negotiations, the Contracting Officer shall designate the method of recovery.

(c) The Contractor shall insert the substance of this clause in all subcontracts that meet the applicability requirements of FAR 15.408(j).

52.215-19 Notification of Ownership Changes (Oct 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall—

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

52.215-21 Requirements for Cost or Pricing Data or Information Other than Cost or Pricing Data - Modifications (Oct 1997)

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following paragraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable—

(i) *Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items.

(A) If—

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include—

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), *e.g.*, wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) *Requirements for cost or pricing data.* If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

52.219-16 Liquidated Damages---Subcontracting Plan (Jan 1999)

(a) "Failure to make a good faith effort to comply with the subcontracting plan," as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.

(b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists.

If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled, Disputes, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may have.

52.222-4 Contract Work Hours and Safety Standards Act—Overtime Compensation (July 2005)

(a) *Overtime requirements.* No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) *Violation; liability for unpaid wages; liquidated damages.* The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards Act.

(c) *Withholding for unpaid wages and liquidated damages.* The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.

(d) Payrolls and basic records.

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) *Subcontracts.* The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts that may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this 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;

Contract Clauses

MT NPS ERFO 2007(1)-45(3), GTSR MP33 Permanent ERFO Repairs

(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.

**52.223-3 Hazardous Material Identification and Material Safety Data (Jan 1997)
Alternate I (July 1995).**

(a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The Offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (if none, insert "None")	Identification No.
_____	_____
_____	_____
_____	_____

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to—

- (i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
- (ii) Obtain medical treatment for those affected by the material; and
- (iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with paragraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(i) Except as provided in paragraph (i)(2), the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the MSDS's with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS's must be placed in a weather resistant envelope.

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

<u>Construction Material Description</u>	<u>Unit of Measure</u>	<u>Quantity</u>	<u>Price (Dollars)*</u>
Item 1:			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
Item 2:			
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).]*

52.228-1 Bid Guarantee (Sept 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 million**, 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.

52.229-3 Federal, State, and Local Taxes (Apr 2003)

(a) As used in this clause—

“After-imposed Federal tax” means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

“After-relieved Federal tax” means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

“All applicable Federal, State, and local taxes and duties” means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

“Contract date” means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

“Local taxes” includes taxes imposed by a possession or territory of the United States, Puerto Rico, or the Northern Mariana Islands, if the contract is performed wholly or partly in any of those areas.

(b) The contract price includes all applicable Federal, State, and local taxes and duties.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved Federal tax.

(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

52.236-1 Performance of Work by the Contractor (Apr 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least **fifteen (15)** percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

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: N/A.

(b) Weather conditions: N/A.

(c) Transportation facilities: N/A.

(d) Hydrological data consisting of flow rates, water surface elevations, velocities, and hydraulic permit information may be inspected at Western Federal Lands Highway Division, Contracts Section, 610 East Fifth Street, Vancouver, Washington 98661.

(e) Geotechnical data, subsurface investigation information, and design data, consisting of the following, may be obtained upon request. Written requests are required and may be submitted to the Contracts Section at the above address, by FAX at (360) 619-7932, or by e-mail at *contracts@mail.wfl.fhwa.dot.gov*.

(1) Geotechnical Report No. 17-05: Potential Stone Masonry Source Evaluation, GTSR, Glacier National Park, Columbia Falls, MT

(2) Geotechnical Memorandum No. 06-08: Glacier National Park, Montana, Summary Geotechnical Design Basis, Cornforth Consultants, Inc., April 9, 2008

52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (Apr 1984)

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site, and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

52.236-10 Operations and Storage Areas (Apr 1984)

(a) The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

(b) Temporary buildings (*e.g.*, storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

(c) The Contractor shall, under regulations prescribed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

52.236-13 Accident Prevention (Nov 1991) Alternate I (Nov 1991)

(a) The Contractor shall provide and maintain work environments and procedures which will—

- (1) Safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;
- (2) Avoid interruptions of Government operations and delays in project completion dates; and
- (3) Control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall—

- (1) Provide appropriate safety barricades, signs, and signal lights;
- (2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and
- (3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required.

After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(f) Before commencing the work, the Contractor shall—

(1) Submit a written proposed plan for implementing this clause. The plan shall include an analysis of the significant hazards to life, limb, and property inherent in contract work performance and a plan for controlling these hazards; and

(2) Meet with representatives of the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

52.236-21 Specifications and Drawings for Construction (Feb 1997) Alternate II (Apr 1984)

When record shop drawings are required and reproducible shop drawings are not needed, the following sentences shall be added to paragraph (g) of the basic clause:

Upon completing the work under this contract, the Contractor shall furnish four (4) sets of prints of all shop drawings as finally approved. These drawings shall show changes and revisions made up to the time the equipment is completed and accepted.

52.242-14 Suspension of Work (Apr 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

(c) A claim under this clause shall not be allowed—

(1) For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and

(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

52.244-2 Subcontracts (Aug 1998)

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

“Approved purchasing system” means a Contractor’s purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

“Consent to subcontract” means the Contracting Officer’s written consent for the Contractor to enter into a particular subcontract.

“Subcontract” means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—

- (1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or
- (2) Is fixed-price and exceeds—

- (i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

- (ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer’s written consent before placing the following subcontracts:

(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

- (i) A description of the supplies or services to be subcontracted.

- (ii) Identification of the type of subcontract to be used.

- (iii) Identification of the proposed subcontractor.

- (iv) The proposed subcontract price.

- (v) The subcontractor’s current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

- (vi) The subcontractor’s Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

- (vii) A negotiation memorandum reflecting—

- (A) The principal elements of the subcontract price negotiations;

- (B) The most significant considerations controlling establishment of initial or revised prices;

- (C) The reason cost or pricing data were or were not required;

- (D) The extent, if any, to which the Contractor did not rely on the subcontractor’s cost or pricing data in determining the price objective and in negotiating the final price;

- (E) The extent to which it was recognized in the negotiation that the subcontractor’s cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

- (F) The reasons for any significant difference between the Contractor’s price objective and the price negotiated; and

- (G) A complete explanation of the incentive fee or profit plan when incentives are used.

The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—

- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: _____.

52.244-5 Competition in Subcontracting (Dec1996)

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protégé Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its protégés.

TRANSPORTATION ACQUISITION REGULATIONS CONTRACT CLAUSES

1252.211-70 Index for Specifications (April 2005)

If an index or table of contents is furnished in connection with specifications, it is understood that such index or table of contents is for convenience only. Its accuracy and completeness is not guaranteed, and it is not to be considered as part of the specification. In case of discrepancy between the index or table of contents and the specifications, the specifications shall govern.

1252.223-73 Seat Belt Use Policies and Programs (April 2005)

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the contractor is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information on how to implement such a program or for statistics on the potential benefits and cost-savings to your company or organization, please visit the *Buckle Up America* section of NHTSA's website at www.nhtsa.dot.gov.

Contract Clauses

MT NPS ERFO 2007(1)-45(3), GTSR MP33 Permanent ERFO Repairs

Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in the Washington, D.C. metropolitan area, and dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to help with technical assistance, a simple, user friendly program kit, and an award for achieving the President's goal of 90 percent seat belt use. NETS can be contacted at 1-888-221-0045 or visit its website at www.trafficsafety.org.

1252.228-73 Notification of Miller Act Payment Bond Protection (April 2005)

This notice clause shall be inserted by first tier subcontractors in all their subcontracts and shall contain information pertaining to the surety that provided the payment bond under the prime contract.

(a) The prime contract is subject to the Miller Act, (40 U.S.C. 3131 et al), under which the prime contractor has obtained a payment bond. This payment bond may provide certain unpaid employees, suppliers, and subcontractors a right to sue the bonding surety under the Miller Act for amounts owned for work performed and materials delivery under the prime contract.

(b) Persons believing that they have legal remedies under the Miller Act should consult their legal advisor regarding the proper steps to take to obtain these remedies. This notice clause does not provide any party any rights against the Federal Government, or create any relationship, contractual or otherwise, between the Federal Government and any private party.

(c) The surety who has provided the payment bond under the prime contract is:

(Name)

(Street Address)

(City, State, Zip Code)

(Contact & Tel. No.)

1252.237-73 Key Personnel (April 2005)

(a) The personnel as specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel, as appropriate.

(b) Before removing, replacing, or diverting any of the specified individuals, the Contractor shall notify the contracting officer, in writing, before the change becomes effective. The Contractor shall submit information to support the proposed action to enable the contracting officer to evaluate the potential impact of the change on the contract. The Contractor shall not remove or replace personnel under this contract until the Contracting Officer approves the change.

1252.242-73 Contracting Officer's Technical Representative (Oct 1994)

(a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review and/or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.

Contract Clauses

MT NPS ERFO 2007(1)-45(3), GTSR MP33 Permanent ERFO Repairs

(b) The Contracting Officer cannot authorize the COTR or any other representative to sign documents (i.e., contracts, contract modifications, etc.) that require the signature of the Contracting Officer.

Reserved

AREA 2: Big Horn, Carbon, Carter, Custer, Dawson, Fallon, Garfield, Golden Valley, Musselshell, Powder River, Prairie, Rosebud, Stillwater, Treasure, Wibaux, and Yellowstone counties

AREA 3: Blaine, Cascade, Chouteau, Daniels, Fergus, Glacier, Hill, Judith Basin, Liberty, McCone, Petroleum, Pondera, Phillips, Richland, Roosevelt, Sheridan, Teton, Toole, Valley, and Wheatland Counties

AREA 4: Broadwater, Lewis and Clark, and Meagher Counties

AREA 5: Flathead, Lake, Lincoln, Mineral, Missoula, Ravalli, and Sanders Counties

AREA 6: Gallatin, Park, and Sweet Grass Counties

	Rates	Fringes
Ironworker		
Flathead, Glacier, Lake, Lincoln, Mineral, Missoula and Sanders Cos.....	\$ 24.80	13.71
Remaining Counties.....	\$ 23.15	13.71
Laborers:		
Group 1.....	\$ 16.37	6.75
Group 2.....	\$ 19.07	6.75
Group 3.....	\$ 19.26	6.75
Group 4.....	\$ 20.13	6.75

LABORERS CLASSIFICATIONS

GROUP 1: Flag person

GROUP 2: All General Labor work; Burning Bar; Bucket man; Carpenter Tender; Caisson Worker; Cement Mason Tender; Cement Handler (dry); Chuck Tender; Choker Setter; Concrete worker; Curb Machine-Lay Down; Crusher and Batch Plant Worker; Fence Erector; Form Setter; Form Stripper; Heater Tender; Landscaper; Pipe Wrapper; Pot Tender; Powderman Tender; Rail and Truck Loaders and Unloaders; Riprapper; Sealants for Concrete and other materials; Sign Erection, Guard Rail and Jersey Rail; Stake Jumper; Spike Driver; Signalman; Tail Hoseman; Tool Checker and Houseman; Traffic Control worker

GROUP 3: Concrete Vibrator; Dumpman (Grademan); Equipment Handler; Geotextile and Liners; High-Pressure Nozzlemen; Jackhammer (Pavement Breaker); Laser equipment; Non-riding Rollers; Pipelayer; Posthole Digger (power); Power Driven Wheelbarrow; Rigger; Sandblaster; Sod Cutter-power; Tampers

GROUP 4: Asphalt Raker; Cutting Torch; Grade Setter; High-Scaler; Power Saws (Faller & Concrete); Powderman (\$1.00 per hour above Group 4 rate); Rock & Core Drill; Track or Truck mounted Wagon Drill; Welder including Air Arc

Wage Rate Determinations

MT NPS ERFO 2007(1)-45(3), GTSR MP 33 Permanent ERFO Repairs

D-3

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 19.16	5.05
Groundman.....	\$ 15.40	5.05
Painters:.....	\$ 23.00	8.00
Pavement Marking/Milling and related work. Includes operating marking and all other equipment and all work involved in traffic marking including removal, surface preparation and application of pavement markings including epoxies, paints, tape, buttons, thermo- plastics and any other products applied for traffic marking purposes and for directing and regulating traffic, and cutting Rumble Strips..		
Power Equipment Operator		
Group 1.....	\$ 20.52	8.00
Group 2.....	\$ 22.48	8.00
Group 3.....	\$ 23.31	8.00
Group 4.....	\$ 23.98	8.00
Group 5.....	\$ 25.28	8.00
Group 6.....	\$ 25.94	8.00
Group 7.....	\$ 27.97	8.00

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: A-Frame Truck Crane; Air Compressor; Auto Fine Grader; Belt Finishing Machine; Boring Machine (small); Cement Silo, Crane; Crusher Conveyor, DW-10, 15, and 20 Tractor Roller; Farm Tractor; Forklift; Form-Grader; Front-end Loader under 1 cu yd; Oiler, Heavy Duty Drills; Pumpman; Oiler (All, except Cranes and Shovels)

GROUP 2: Air Doctor; Backhoe/Excavator/Shovel to & incl 3 cu yd Bit Grinder; Bituminous Paving Travel Plant; Boring Machine, large: Broom, Self-Propelled; Concrete Bucket Dispatcher; Concrete Conveyor; Concrete Finish Machine; Concrete Float and Spreader; Concrete Travel Batchter; Distributor; Dozer, Rubber tired, Push, and Side Boom; Drills, Heavy Duty (all types); Elevating Grader/Gradall; Field Equipment Serviceman; Front-end Loader 1 cu yd to and incl. 5 cu yd; Grade Setter; Hoist/Tugger (All Hydralift & Similar); Industrial Locomotive; Motor Patrol (Except Finish); Mountain Skidder; Oiler, Cranes & Shovels; Pavement Breaker, EMSCO; Power Saw, Self-Propelled; Pugmill; Pumpcrete/ Grout Machine; Punch Truck; Rollers (All except Asphalt Finish and Breakdown); Ross Carrier; Rotomill under 6 ft; Trenching Machine; Washing/Screening Plant

GROUP 3: Asphalt Finish Roller; Asphalt Breakdown Roller; Asphalt Paving Machine; Backhoe/Excavator/Shovel larger than 3 cu yd; Asphalt Screed; Concrete Batch Plant; Cableway Highline; Concrete Curing Machine; Cranes, 24 tons & under; Cranes, Creter; Cranes, Electric Overhead; Concrete Pump; Curb Machine/Slip Form Paver; Finish Dozer; Mechanic/Welder; Pioneer Dozer; Rotomill 6 ft and over; Scraper, Single Engine; Scraper Twin or pulling Belly Dump; Yo Yo Cat Front-end Loader over 5 cu yd;

Wage Rate Determinations

MT NPS ERFO 2007(1)-45(3), GTSR MP 33 Permanent ERFO Repairs

GROUP 4: Asphalt/Hot Plant Operator; Cranes, 25 tons to 44 tons; Crusher Operator; Finish Motor Patrol; Finish Scraper

SPECIAL OPERATORS:

GROUP 5: Cranes, 45 tons to and including 74 tons

GROUP 6: Cranes, 75 tons to and including 149 tons

GROUP 7: Cranes, 150 tons to and including 250 tons; Cranes over 250 tons: add \$1.00 for every 100 tons over 250 tons; Crane, Stiff-Leg or Derrick; Crane, Tower all); Crane, Whirley (all); Helicopter Hoist

	Rates	Fringes
Truck drivers:		
Group 1.....	\$ 17.76	7.75
Group 2.....	\$ 22.73	7.75

GROUP 1: Pilot Car

GROUP 2: Combination Truck and Concrete Mixer and Transit Mixer; Dry Batch Trucks; Distributor Driver; Dumpman; Dump Trucks and similar equipment; Dumpster; Flat Trucks; Lumber Carriers; Lowboys; Pickup; Powder Truck Driver; Power Boom; Serviceman; Service Truck/Fuel Truck/Tireperson; Truck Mechanic; Trucks with Power Equipment; Warehouseman, Partsman, Cardex and Warehouse Expeditor; Water Trucks

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

Wage Rate Determinations

MT NPS ERFO 2007(1)-45(3), GTSR MP 33 Permanent ERFO Repairs

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

Reserved



ATTENTION

The following Special Contract Requirements (SCRs) are only a portion of the specifications for this project. These SCRs amend and supplement the Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects, FP-03. The FP-03 U.S. Customary Units is a separately published book. In order to understand the solicitation properly you need to have the FP-03 U.S. Customary Units as well as this packet. Pay particular attention to the provisions of Subsection 104.04 in the FP-03. This Subsection explains how each of the many contract documents fit together.

If you would like to view the FP-03 U.S. Customary Units electronically, go to:
<http://www.wfl.fha.dot.gov/design/specs/fp03.htm>

If you would like a printed copy of the FP-03 U.S. Customary Units, contact the:

Contracts Section
Federal Highway Administration
Western Federal Lands Highway Division
610 East Fifth Street
Vancouver, WA 98661
Phone: 360.619.7520
Fax: 360.619.7520
E-mail: contracts@mail.wfl.fha.dot.gov

(printed copies of the FP-03 will be distributed to the successful bidder)

SCRs TABLE OF CONTENTS

SPECIAL CONTRACT REQUIREMENTS (SCRs)

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 Units.

DIVISION 100 GENERAL REQUIREMENTS

Section 101	Terms, Format, and Definitions.....	E-1
Section 102	Bid, Award, and Execution of Contract.....	E-3
Section 103	Scope of Work	E-4
Section 104	Control of Work.....	E-5
Section 105	Control of Material	E-9
Section 106	Acceptance of Work	E-11
Section 107	Legal Relations and Responsibility to the Public	E-13
Section 108	Prosecution and Progress	E-19
Section 109	Measurement and Payment.....	E-22

DIVISION 150 PROJECT REQUIREMENTS

Section 151	Mobilization.....	E-27
Section 152	Construction Survey and Staking	E-28
Section 153	Contractor Quality Control and Assurance.....	E-31
Section 154	Contractor Sampling and Testing	E-38
Section 155	Schedules for Construction Contracts	E-39
Section 156	Public Traffic	E-43

DIVISION 200 EARTHWORK

Section 203	Removal of Structures and Obstructions	F-1
Section 204	Excavation and Embankment	F-2
Section 205	Rock Blasting.....	F-3
Section 209	Structure Excavation and Backfill	F-6

DIVISION 250 STRUCTURAL EMBANKMENTS

Section 251	Riprap	F-7
Section 252	Special Rock Embankment and Rock Buttress	F-8
Section 255	Mechanically Stabilized Earth Walls.....	F-11

DIVISION 300 AGGREGATE COURSES

Section 308	Minor Crushed Aggregate	F-15
Section 310	Recycled Aggregate Course (Added Subsection).....	F-16

DIVISION 600 INCIDENTAL CONSTRUCTION

Section 601 Minor Concrete Structures..... F-19
Section 604 Manholes, Inlets, and Catch Basins..... F-20
Section 605 Underdrains, Sheet Drains, and Pavement Edge Drains..... F-21
Section 609 Curb and Gutter F-22
Section 620 Stone Masonry F-23
Section 622 Rental Equipment F-28
Section 623 General Labor F-29
Section 633 Permanent Traffic Control..... F-30
Section 635 Temporary Traffic Control F-31
Section 646 Roadside Development (Added Subsection)..... F-33

DIVISION 700 MATERIAL

Section 703 Aggregate..... G-1
Section 704 Soil..... G-2
Section 705 Rock..... G-4
Section 706 Concrete and Plastic Pipe G-6
Section 709 Reinforcing Steel and Wire Rope G-7
Section 712 Joint Material G-8
Section 718 Traffic Signing and Marking Material..... G-9
Section 720 Structural Wall and Stabilized Embankment Material G-10
Section 725 Miscellaneous Material..... G-13

This Page Intentionally Left Blank

Section 101.— TERMS, FORMAT, AND DEFINITIONS

101.04 Definitions. Amend as follows:

Delete the text of these definitions and substitute the following:

Award — The written acceptance of an offeror's proposal by the CO.

Bid — When used in a project package, carries the same meaning as Offer.

Bidder — When used in a project package, carries the same meaning as Offeror.

Bid Guarantee — A form of security assuring that the offeror will not withdraw an offer within the period specified for acceptance and will execute a written Task Order and furnish required bonds.

Bid Schedule — The prepared schedule included with the offer forms, containing the estimated quantities of pay items for which unit prices are requested.

Contract — The written agreement between the Government and the Contractor setting forth the obligations of the parties for the ordering of, performance of, and payment for, the prescribed work. Refers to both the Basic Contract and the Task Orders.

Contract Time — The specified time allowed for completion of all Task Order work.

Notice to Proceed — Written notice to the contractor to begin the Task Order work.

Pay Item — A specific item of work for which a unit price is provided in the Task Order.

Payment Bond — The security executed by the contractor and surety or sureties and furnished to the Government to ensure payments as required by law to all persons supplying labor or material according to the Task Order.

Performance Bond — The security executed by the contractor and surety or sureties and furnished to the Government to guarantee completion of the Task Order work.

Project — The specific section of the highway or other property on which construction is to be performed under the Task Order.

Solicitation — The complete assembly of documents (whether attached or incorporated by reference) furnished to prospective offeror(s).

Surety — An individual or corporation legally liable for the debt, default, or failure of a contractor to satisfy a Task Order obligation.

Work — The furnishing of all labor, material, equipment, and other incidentals necessary to successfully complete the project according to the Task Order.

Add the following:

Basic Contract — The contract Indefinite Delivery, Indefinite Quantity (IDIQ), which is a written agreement between the Government and the Contractor(s) setting forth the general obligations of the parties for the ordering of, performance of, and payment for, the work to be performed under the subsequent Task Orders.

Offer — A written proposal by an offeror to perform work at a proposed price.

Offeror — Any individual or legal entity submitting an offer.

Task Order — An order for a specific level of work that may or may not be related to one or more projects.

101.04 Definitions. Add the following:

Holidays — Holidays occur on the following days:

- 1st day of January - New Year's Day;
- 3rd Monday of January - Martin Luther King, Jr. Day;
- 3rd Monday in February – Presidents' Day;
- Last Monday in May - Memorial Day;
- 4th day of July - Independence Day;
- 1st Monday in September - Labor Day;
- 2nd Monday in October - Columbus Day;
- 11th day in November - Veterans Day;
- 4th Thursday in November - Thanksgiving Day;
- 25th day in December - Christmas Day;
- Other days declared holidays by the Congress or the President.

If a holiday falls on a Saturday, the preceding Friday is also a legal holiday. If a holiday falls on a Sunday, the Monday following is also a legal holiday.

**Section 102.— BID, AWARD, AND
EXECUTION OF CONTRACT**

102.02 Preparation of Bids. Delete the Subsection title, text of the first paragraph, and substitute with the following:

102.02 Preparation of Offers. Follow the requirements of FAR Clause 52.215-1 Instructions to Offerors -- Competitive Acquisition.

102.05 Public Opening of Bids. Delete this Subsection.

102.05A Contract Award. (Added Subsection.)

The successful offeror will be awarded all pay items listed in the bid schedule.

102.06 Performance and Payment Bonds. Delete the text of the first paragraph and substitute with the following:

Follow the requirements of FAR Clause 52.228-15 Performance and Payment Bonds – Construction. Furnish a performance bond and a payment bond each in the penal amount of 100 percent of the original task order price.

Section 103.— SCOPE OF WORK

103.01 Intent of Contract. Add the following:

Additional work on sites within or in the vicinity of the project may be requested by the CO. Such work generally will be in response to natural disasters. This paragraph does not affect the respective responsibilities of the parties under Subsection 107.06. Provide cost proposals and perform work as ordered by the CO.

103.06 Issue Resolution. (Added Subsection.)

Resolve project issues at the lowest authorized level and in the most expedient manner possible. Escalate unresolved issues to the next higher level in a timely manner to avoid adverse impacts to costs, risks, or time. Either party may request an issue be escalated. Submit requests in writing. Upon the request of either party, both parties must escalate the issue. An exception to escalating an issue may be observed when both parties agree extra time is needed for the development of facts.

Decision making is encouraged to be made at the lowest authorized level. Recommendations, options, and ideas by all team members are requested. Decisions made at the lowest level possible will be supported by all management levels. Countermands of decisions will not be permitted, except where there is a conflict with code, regulation, law, the contract, or a change of critical facts or information which causes a re-evaluation of the resolution. Support of a countermand by the original decision team is critical. All Contractor and Government team members must understand why the change is necessary and must be able to support it.

Section 104.— CONTROL OF WORK

104.03 Specifications and Drawings. Add the following paragraph:

(c) **As-built working drawings.** Furnish two sets as-built working drawings. The Government will provide two set(s) of contract drawings to be used exclusively for recording the as-built details of the project. Use red pencil or 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. Line out all details shown that are not applicable to the completed work. Check off details shown 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. Upon request, make the drawings available to the CO to review for compliance with these specifications.

As a minimum, show the following types of changes on the as-built drawings:

(1) Typical section(s)

- (a) Revisions in dimensions; and
- (b) Revisions in materials.

(2) Plan and profile

- (a) Plan
 - (1) Revisions to the alignment;
 - (2) Changes in the construction limits;
 - (3) Location of underdrains;
 - (4) Skew of culverts.

(b) Profile

- (1) Revisions to grades and elevations;
- (2) Equations;
- (3) Culvert diameter, length, type, and stationing;
- (4) Concrete inlet type, depth, and stationing;
- (5) Location, length, and stationing of MSE retaining walls.

Furnish the as-built working drawings to the CO before the final inspection. Correct all details found during the final inspection that are not shown on the as-built drawings and return to the CO within 5 working days.

104.04 Coordination of Contract Documents. Delete the text of this Subsection and substitute the following:

The FAR, TAR, Basic Contract, special contract requirements, plans, and standard specifications are contract documents. A requirement in one document is binding as though occurring in all the contract documents. The contract documents are intended to be complementary and to describe and provide for a complete contract. In case of discrepancy, calculated and shown dimensions govern over scaled dimensions. The contract documents govern in the following order:

- (a) Federal Acquisition Regulations;
- (b) Transportation Acquisition Regulations;
- (c) Basic IDIQ Contract;
- (d) Special Contract Requirements (SCRs);
- (e) Plans; and
- (f) Standard specifications.

104.05 Load Restrictions. Add the following:

Comply with Glacier Park vehicle weight and size restrictions on the Going-to-the-Sun Road as follows:

(a) Weights.

- (1) Do not exceed 80,000 pounds total gross vehicle weight for loaded hauling vehicle;

(2) Carry no more than 20,000 pounds per single axle;

(3) Carry no more than 34,000 pounds combined using a tandem axle (i.e., 2 axles at least 3.6 feet and no more than 7.0 feet apart that oscillate together.) Carry a gross load of 34,000 pounds each if 2 consecutive sets of tandem axles are used, provided the overall distance between the first and last axles of such sets are at least 36 feet.

(4) Carry no more than 42,500 pounds combined for a triple axle combination.

Before June 1, reduce the allowable weights listed above by 49%.

(b) Sizes.

(1) Comply with Montana State DOT Regulations. Obtain all state permits that are required, and obtain approval from the CO if over-width and/or over-length vehicles, and accompanying pilot cars, will be traveling along portions of the Going-to-the-Sun Road.

(2) Vehicles and equipment are restricted to 8 feet in width, including mirrors or loads, and 21 feet in length, including bumpers or loads, along the Going-to-the-Sun Road between Avalanche Creek and Sun Point. Over-width and/or over-length vehicles, equipment, and loads having a maximum total length of 35 feet may need to be accompanied by an escort car in front and will have to obtain a Park travel permit. Over-width and/or over-length vehicles will not be allowed during high traffic periods. Coordinate at least 7 days in advance with the CO to obtain a Park travel permit. Escort cars will be paid from the Pilot Car pay item of the traffic control task order when required.

(3) Use caution with load heights more than 10 feet when traveling through the West Tunnel (MP 23.35) and the East Tunnel (MP 32.88). Coordinate with the CO to obtain Park oversize vehicle permit.

104.06 Other Contracts. (Added Subsection.)

Follow the requirements of FAR Clause 52.236-8 Other Contracts.

The Federal Highway Administration, Glacier National Park, and the Montana Department of Transportation have awarded, and intend to further award other contracts or task orders with concurrent construction activities. These other contracts and task orders may impact operations on this project. Construction on other contracts have either already begun, or are expected to begin during the 2008 construction seasons. The contracts may include:

- Reconstruction along the Phase VII section of the GTSR; (Avalanche to West Tunnel)
- Emergency relief projects (ERFO) due to 2006 flooding events including but not limited to MP 19.25 and MP 23.3 projects;
- Construction of the Bus Wash Facility;
- Transit Stops;

Special Contract Requirements

Project: MT NPS ERFO 2007(1)-45(3), GTSR MP 33 Permanent ERFO Repairs

- Reconstruction at the St. Mary Entrance Station;
- Reconstruction along the Phase VI section of the GTSR (West Tunnel to Haystack);
- MDT project: East Glacier – West. Roadway overlay project between US Hwy 2, approximate MP 204 to 209;
- NPS project, installation of vault toilet at Sun Point area expected by Summer 2008.

Schedule construction activities to minimize delays and interference for all operations.

Section 105.— CONTROL OF MATERIAL

105.02 Material Sources. Amend as follows:

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

Obtain Placed Riprap Class 4 in accordance with Sections 251 and stone masonry for work under Section 620 at the Glacier National Park Ball field located approximately 0.5 miles from the West Entrance station. Available stone at this site is currently organized and stacked upon pallets. There is no charge for stone masonry material or Riprap Class 4 taken from the Glacier National Park Ball field.

Comply with the following:

- (1) Keep the site clean and accessible at all times.
- (2) Return any unused stones to the original pallet stack from which they were removed.

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

Obtain permits according to Subsection 107.10.

Add the following:

Several known local material sources are listed under the Notice to Offeror.

All imported material from Contractor-located sources must be certified by the Government to be free from noxious weeds or invasive plant materials and other deleterious material before entering the Park at the start of each construction season. To determine if a potential material source meets the weed-free requirement, submit a list of sources to be inspected by the Government. In addition to the source name and location, submit potential mitigative measures to make the source weed-free. The Government will furnish an inspection report, weather permitting, within 21 days of a submission of potential material sources, listing the status of the source and any mitigative measures that would need to be accomplished before use. Coordinate with the CO on specific dates.

Material obtained from within the boundaries of the Blackfeet Indian Reservation will be subject to Blackfeet Tribe's political jurisdiction. The Tribe has a Tribal Employment Rights Ordinance (TERO), which requires all employers subject to the Tribe's jurisdiction to give preference in employment, training, and subcontracting to Indians and Indian-owned businesses and pay certain fees. For further information on the TERO requirements, contact the Blackfeet TERO office at:

Blackfeet Tribal Employment Rights Office
P.O. Box 850
Browning, Montana 59417
Telephone: 406-330-7887

The United States is not subject to the TERO requirements, and is not a party to any agreements between the Tribe and the contractor pursuant to the TERO. The Tribe administers the TERO pursuant to its dependent-sovereign status as an Indian nation with jurisdiction over activities within the reservation boundaries. Contractors should take into consideration the Tribe's TERO in preparing their bids to the extent applicable.

105.04 Storing and Handling Material. Delete the text of the second paragraph and substitute with the following:

Within the Park, comply with the following:

(a) Stockpiling of materials and General staging of equipment and materials may occur at Sun Point. Contractor must maintain public access to restroom, transit stop, and picnic facilities.

General staging of equipment and materials may occur within the limits of current construction operations according to the requirements of Subsection 107.11 and as approved by the CO.

General staging of equipment and materials may occur within the closure area during the time period and withing the limits set forth in 156.03(3) and as approved by the CO.

(b) The staging areas listed under Subsection 105.04 of the *MT PRA-GLAC 10(21) GTSR Rehabilitation – West Tunnel to Haystack* Task Order may also be utilized for storage of materials and equipment subject to the restrictions specified under said task order and within this Subsection as approved by the CO.

(c) Keep storage and equipment parking areas clean and neat. Restore all Government provided storage and staging sites to their original condition when the contract or task order is completed, whichever occurs first. Cover all material stockpiles before winter shutdown with sheeting material as directed and approved by the CO.

Provide additional space as needed. Do not use private property for staging or storage without written permission of the owner or lessee. Furnish copies of all agreements. Secure all permits and clearances for use of the storage area and provide copies of the documents. Obtain permits according to Subsection 107.10. Restore all Government-provided storage sites to their original condition.

Special Contract Requirements

Project: MT NPS ERFO 2007(1)-45(3), GTSR MP 33 Permanent ERFO Repairs

Section 106.— ACCEPTANCE OF WORK

106.01 Conformity with Contract Requirements. Amend as follows:

Delete the second paragraph and substitute with the following:

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. Use the 26th edition of the AASHTO Standard Specifications for Transportation Materials and Methods of Sampling and Testing, and Appendix A and B of the Federal Lands Highway Field Materials Manual for this project. Use the modified AASHTO procedures for sampling and testing contained in Appendix B of the Federal Lands Highway Field Materials Manual; except, when a specified sampling or test method is not included in Appendix B, sample and test according to the referenced AASHTO test procedure. Appendix A of the Federal Lands Highway Field Materials Manual contains several sampling and testing methods which may be required for this project that are not found in AASHTO.

Delete the eighth paragraph and substitute with the following:

Remove, repair, or replace work that does not conform to the contract, or to prevailing industry standards where no specific contract requirements are noted. Removing, repairing, or replacing work; providing temporary traffic control; and any other related work to accomplish conformity will be at no cost to the Government.

Add the following:

Obtain copies of the following documents by going to our webpage at:

<http://www.wfl.fha.dot.gov/construction/cmr/>

- Appendices A and B of the Federal Lands Highway Field Materials Manual, dated 02/10/97;
- Field Note Samples, dated April 2004. For an electronic version see http://www.wfl.fha.dot.gov/construction/field_notes/

106.02 Visual Inspection. Delete the text of this Subsection and substitute with the following:

Acceptance is based on visual inspection of the work for compliance with the specific contract requirements. In the absence of specific contract requirements or tolerances, prevailing industry standards may be used.

106.03 Certification. Add the following after the second paragraph:

Maintain records of all required certifications according to Subsections 103.04, 153.04, and 154.04. Submit certifications to the CO when requested.

Check certifications, before incorporating the materials into the work, to ensure that the requirements of the contract have been met. Mark the certifications with the following information: project name, project number, contract item number, item description, Contractor's signature, and date.

Section 107.— LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

107.01 Laws to be Observed. Delete the third paragraph and substitute with the following:

Comply with the terms and conditions included in all permits and agreements obtained by the Government for performing the work included in this contract (See Section H). Notify the CO immediately of any changes, including modifications to government-obtained permits, or any additional permits or agreements that are required by the Contractor's methods of operation. Allow adequate time in the construction schedule for any additional permits or changes to government-obtained permits. Furnish copies of all acquired permits and agreements not in the contract.

Comply with the terms and conditions included in the *Storm Water Pollution Prevention Plan* (SWPPP), "General Permit" (See Section I).

Comply with the requirements of the Fire Protection and Suppression Plan included in this contract (See Section J).

107.02 Protection and Restoration of Property and Landscape. Add the following to the fourth paragraph:

Paleontological remains and archeological specimens found within the construction area are the property of the National Park Service and will be removed only by the National Park Service or designated representatives. Notify the CO within one hour of any discovery. The notification will include a brief statement of the location and details of the finding.

107.03 Bulletin Board. Add the following:

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

107.08 Sanitation, Health, and Safety. Add the following after the first paragraph:

Submit an accident prevention plan for implementing safety and health standards at the Preconstruction Conference. Use the Government furnished Form WFLHD-28, *Guide Outline of Contractor's Accident Prevention Plan*.

The expected hours of operation for the Glacier Dispatch Center are 6:30 am to 5:30 pm. Within the accident and safety plan, or as a modification to the WFLHD-28 form, include methods of emergency communication during closure periods.

A Government Sanitation Plan will be provided at the preconstruction conference.

During the Fall closure period (Between September 15, 2008 and the Winter closure period) perform the following:

The Contractor Superintendent, or his/her authorized delegate, will contact the Glacier Dispatch Center according to the park protocol procedures and relay the following information:

- *Beginning of shift:* expected shift work location(s) and total number of employees within the closure area;
- *End of shift:* number, if any, of personnel remaining within closure area after end of work shift. If work is to be suspended at the end of shift, provide time when area is cleared of all personnel and closure gate is secured.

Guidelines and protocol for work during roadway closure periods will be established after receipt and assessment of the preliminary work schedule.

107.10 Environmental Protection. Delete the text of this Subsection and substitute with the following:

Conform to the following:

(a) The Federal Water Pollution Control Act (33 USC § 1251 et seq.).

(1) Except as authorized by this contract, do not operate mechanized equipment, discharge or place material within the boundaries of any U.S. waters as identified by the ordinary high water mark, high tide line, or edge of the wetland. 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 the state agency having jurisdiction over the discharge of material into the waters of the U.S. In the event of an unauthorized discharge:

- (a) immediately prevent further contamination;
- (b) immediately notify appropriate authorities and the CO; and
- (c) mitigate damages as required.

(2) Separate work areas, including material sources by the use of a suitable barrier that prevents sediment, petroleum products, chemicals, other liquids, or solid materials from entering the waters of the U.S. Construct and remove barriers to avoid discharge of material into the waters of the U.S. Remove and properly dispose of sediment or other material collected by the barrier.

(b) Construction Activities Outside Construction Limits. Before beginning construction activities outside the construction limits (such as material sources, disposal sites, waste areas, access roads, water sources, stockpiles and staging areas) that will require ground disturbance, occupation, clearing, or other environmental impacts provide the following documents.

The requirements below do not apply to commercial sources that are established, have provided material to public and private entities on a regular basis over the last two years, have appropriate State and local permits, and do not require expansion outside their currently established and permitted area.

(1) Proposed Activity Description. Submit a description, schedule, and location of the proposed activities for approval of the CO. Include maps of the area and other relevant information.

(2) Cultural Resources. Submit written documentation satisfactory to the CO for a finding of either “no historic properties affected” or “no effect” according to 36 CFR 800.4(d)(1) for historic properties on or eligible for listing to the National Register of Historic Places. Provide either:

(a) Documentation showing there are no cultural resources present, and a finding of either “no historic properties affected” or “no effect” according to 36 CFR 800.4(d)(1). Documents must be prepared by an individual qualified under the Secretary of the Interior’s Standards and Guidelines for Archeology and Historic Preservation, 48 FR 44716-44740.

Documentation must be satisfactory to the State Historic Preservations Officer (SHPO) or Tribal Historic Preservations Officer (THPO) as appropriate, according to 36 CFR 800.3(c).

The CO will forward the documentation to the SHPO or THPO. Anticipate a minimum of 30 days from receipt of the documentation by the SHPO or THPO before use of the site may be approved; or

(b) Documentation showing a finding of either “no historic properties affected” or “no effect” according to 36 CFR 800.4(d)(1) has been previously obtained for the proposed activities from the State, Tribal Government or Federal Land Management Agency responsible for the land. Include attached copies of SHPO concurrence, or Memorandum of Agreement (MOA) where concurrence is not required.

(3) Species Protected Under the Endangered Species Act of 1973. Submit written documentation satisfactory to the CO that the proposed action will have no effect to any threatened or endangered species or their critical habitat. Provide either:

(a) A current list of all threatened or endangered species in the site of proposed activities from the U.S. Fish and Wildlife Service; and a recommendation of a “no effect” determination according to Section 7 of the Endangered Species Act prepared by a biological specialist with a minimum of 3 years of experience in Endangered Species Act compliance or other qualifications acceptable to the CO. Allow up to 30 days to obtain the current list of all threatened or endangered species from the U.S. Fish and Wildlife Service; or

(b) Documentation showing the proposed activities have previously been determined to comply with the Endangered Species Act and this determination remains valid. This documentation must be from the State, Tribal Government or Federal Land Management Agency responsible for the land. Attach evidence of compliance, including correspondence with the U.S. Fish and Wildlife Service.

(4) Wetlands as Defined by the U.S. Army Corps of Engineers’ 1987 Wetland Delineation Manual (WDM). Submit written documentation satisfactory to the CO, that the proposed action will comply with Section 404 of the Clean Water Act, Executive Order 11990, and will not affect any wetlands. Documentation must be prepared by a wetland specialist with a minimum of 3 years of experience in wetland delineation using WDM or other qualifications acceptable to the CO.

(5) Federal Lands. Before use of sites on federal lands, submit a copy of the Letter of Approval or Special Use Permit from the applicable federal agency allowing use of the site for intended purposes.

(6) Tribal, State and Local Approvals. Comply with applicable laws regarding the proposed activities. Submit copies of required clearances, including hazardous waste compliance, tribal, State and local permits and approvals.

Allow 12 days (in addition to other agency time requirements) for approval of documents submitted to the CO.

(c) Additional Construction Requirements.

(1) Suspend construction activities when a grizzly bear or wolf comes near an active construction area and creates a potential animal/human conflict. Immediately notify the CO. Proceed with operations only after authorized by the CO.

(2) Report any observation of Canada Lynx, gray wolf, grizzly bear, or bald eagle within the project area to the CO.

(3) Equip all construction equipment with adequate mufflers to reduce noise.

(4) When necessary, as approved and directed by the CO, the contractor will install a temporary barrier to restrict wildlife from accessing placed grout and mortar around inlets.

(5) Notify the CO in the event of an accident with and/or fatality of any large mammal or ungulate.

(d) Oil and Hazardous Substances. Submit a Hazardous Spill Plan describing what actions will be taken in case of a spill, and incorporate preventative measures to be implemented (such as the placement of refueling facilities, storage and handling of hazardous materials, etc).

Submit the plan at least 2 days before beginning work.

Repair leaks on equipment immediately. Do not use equipment that is leaking. Keep a supply of acceptable absorbent materials at the job site in the event of spills. Acceptable absorbent materials are those that are manufactured specifically for the containment and clean up of hazardous materials.

Immediately notify the CO of all hazardous spills. Any vehicle or equipment continuing to leak fluids will be removed from the project at the direction of the CO.

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

Due to the fragile ecological system of Glacier National Park, comply with the following:

(a) All vehicles and equipment will be inspected by the CO before their entry into the Park for mud, weeds and other unwanted substances. Steam clean all earth-moving equipment (including hauling vehicles) of mud and weeds before entering the Park. Subsequent entries of hauling vehicles will not require cleaning unless requested. Notify the CO a minimum of 48 hours before the entry of vehicles and equipment to the Park.

(b) Do not produce asphalt products within the Park boundaries.

(c) Vehicles or equipment will not be permitted outside the construction limits, staging sites, or on topsoil areas, except as approved by the CO.

(d) Do not camp or sleep in vehicles within Park boundaries.

(e) Do not use explosive material(s) within the Park boundaries except as allowed under Section 205.

(f) Comply with all Park requirements and restrictions, including, but not limited to the following: Do not feed, harass, or disturb wildlife within the Park boundaries. Store and handle food, fuel, or other attractants in a manner that does not attract bears, or other wildlife, i.e., no food, pet food, garbage, drinks, trash, or food and drink containers will be placed outside vehicles, trailers, buildings, or bear-resistant containers, or left in the open beds of trucks or trailers, except during actual use. Contractor supplied garbage bins must be bear proof and meet Park requirements. Any mishandling of garbage, trash, food, and other potential bear attractants described above will result in the responsible person, or Contractor, receiving a citation subject to fine. Any debris receptacle not meeting the requirements described above shall be clearly marked “NO FOOD OR BEVERAGE ITEMS OR CONTAINERS“ or “CONSTRUCTION DEBRIS ONLY”.

(g) The contractor, subcontractor, and all employees scheduled to work within the park may be required to attend an initial park orientation meeting hosted by the National Park Service prior to commencing work within the park. Notify the CO 14 days before beginning work so the park orientation can be scheduled. It is the contractor’s responsibility to enforce and disseminate all information provided at the orientation meeting to all subcontractors and employees hired after the initial park orientation meeting.

(h) Do not pump water from streams or other bodies of water within the Park, except water may be obtained from McDonald Creek at Logan Pit. Do not exceed 1720 gpm rate when extracting water. Pump water from the creek to a holding tank or directly into a tank on a truck. Trucks must remain in the staging area outside of the 50’ buffer zone area. Locate pumps as far away from water source as possible in order to minimize impacts to wildlife. Do not leave pumps running when not in use. Pumps used during water extraction for the construction activities will require screens to protect fish. All screens must meet state and federal criteria and standards. Do not leave pumps or equipment at Logan Pit during high water.

(i) No chemicals and/or petroleum products will be stored within 100 feet of streams or water bodies when possible.

(j) Equipment servicing, refueling, or both will not be conducted within 100 feet of streams or water bodies when possible.

(k) Do not use chemicals for dust control.

(l) In the event construction is halted and forced to shut down for winter, remove all potentially hazardous materials to aquatic resources within Logan Pit, including masonry components and petroleum based products including asphalt materials and fuels.

Section 108.— PROSECUTION AND PROGRESS

108.01 Commencement, Prosecution, and Completion of Work. Amend as follows:

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

A preconstruction conference will be held after the task order is awarded and before beginning work.

Furnish at least 48 hours advance notice before changing the current work schedule. Work schedule changes that include additional shifts require 14 days notice.

Add the following:

Perform work under this contract according to the following:

- (a) Limit work as provided in Subsection 107.02, 107.08, 107.10, 156.03 and 156.06.
- (b) Limit speeds on haul roads to 25 mph or slower, depending on site conditions.
- (c) Pursuant to FAR Clause 52.236-5; remove from the project any driver who receives two traffic citations while driving within Glacier National Park.

108.01A Labor. (Added Subsection.)

Follow the requirements of FAR Clause 52.222-6 Davis Bacon Act.

Adjacent or virtually adjacent work sites are defined to be work sites within ½ mile of the project. Application of the Davis-Bacon Act for work sites beyond ½ mile of the project will be determined by the CO.

108.02 Subcontracting. Amend as follows:

Delete the first paragraph and substitute with the following:

FAR clauses, 52.222-11 Subcontracts (Labor Standards), and 52.236-1, Performance of Work by the Contractor are supplemented as follows.

Delete the fourth paragraph and substitute with the following:

In FAR Clauses 51.219-8, Utilization of Small Business Concerns and 52.237-27, Prompt Payment for Construction Contracts, the subcontracts include both on-site work and supply contracts.

Evaluate the percentage of the cost of contract performance incurred for personnel in FAR Clause 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns, according to the following formula:

$$P = H / T$$

Where:

P = Percent of the cost of contract performance incurred for personnel working for HUBZone firms

T = Total wages/benefits paid during the life of the contract. Certified payrolls will be used to determine Davis-Bacon wages and benefits paid. Submit certified statements at least monthly declaring the wages and benefits paid to non-Davis Bacon personnel under this contract.

H = Total wages/benefits paid to employees working for HUBZone firms (prime and subcontractors)

In FAR Clause 52.236-1, Performance of Work by the Contractor, the percentage of work performed on-site by the Contractor will be computed as 100% less the combined initial dollar amount of all subcontracts involving on-site labor as a percent of the original dollar amount of the contract.

108.04 Failure to Complete Work on Time. Delete the text and table of this Subsection and substitute with the following:

Follow the requirements of FAR Clause 52.211-12 Liquidated Damages — Construction.

Liquidated damages in the amount specified in Table 108-1 will be assessed for each calendar day beyond the time specified in the contract until substantial completion of the work.

Liquidated damages will not be assessed for the following:

- (a) The day of the final inspection.
- (b) Days required to perform work added to the contract after substantial completion including items identified during the final inspection that were not required before that time.
- (c) Delays by the Government after all work is complete and before a formal acceptance is executed.
- (d) Periods of time when all work is complete but acceptance is delayed pending the plant establishment period or similar warranty period.
- (e) During winter shutdown periods ordered by the CO.

Table 108-1
Charge for Liquidated Damages for Each Day
Work Is Not Substantially Completed

Original Contract Price		Daily Charge
From More Than —	To and Including —	
\$ 0	\$ 1,000,000	\$ 500
1,000,000	2,000,000	1,100
2,000,000	5,000,000	2,200
5,000,000	10,000,000	2,700
10,000,000	and more	3,300

108.06 Suspension. (Added Subsection.)

Follow the requirements of FAR Clause 52.242-14 - Suspension of Work.

Work may be suspended, either in whole or in part, for such periods deemed necessary due to the presence of active golden eagle nest sites, grizzly bears, and wolves. See Subsection 107.10.

Section 109.— MEASUREMENT AND PAYMENT

109.01 Measurement of Work. Amend as follows:

Delete the first sentence of paragraph six and substitute with the following:

Prepare pay item measurement notes on “*Daily Record of Miscellaneous Items*” (Form FHWA 17348). For an electronic version of the form go to:

<http://www.wfl.fha.dot.gov/other/it/forms/17348.pdf>.

Delete the text of paragraph (b) and substitute with the following:

(b) Task Order item number;

109.02 Measurement Terms and Definitions. Amend the following:

Delete the second paragraph (b) designator and substitute with the following:

(c) **Cubic yard.**

Delete the text of paragraph (m) and substitute with the following:

(m) **Square yard.** 9 square feet. Longitudinal and transverse measurements for area computations will be made horizontally. No deductions from the area computation will be made for individual fixtures having area of 9 square feet or less. Do not measure overlaps.

Add the following:

(p) **Fixed hourly rate.** Measure the actual number of hours ordered by the CO and performed by the Contractor.

109.03 Weighing Procedures and Devices. (c) **Project weighing system.** Delete the text of the first paragraph and substitute with the following:

Furnish, erect, and maintain acceptable automatic digital scales. For small quantities, manual scales may be used when approved in writing by the CO and if the method of weighing meets all other contract requirements. Provide scales that record mass at least to the nearest 100 pounds. Maintain the scale accuracy to within 0.5% of the correct mass throughout the range of use.

109.03 Receiving Procedures. Delete the text of paragraph (c)(2) and substitute with the following:

(2) Task Order pay item number and description.

109.04 Receiving Procedures. Delete the text of paragraph (b) and substitute with the following:

(b) Task Order pay item number and description.

109.05 Scope of Payment. Amend as follows:

Delete the text of the first paragraph and substitute with the following:

Payment for all contract work is provided, either directly or indirectly, under the pay items shown in the bid schedule, or under the pay items shown in a separate temporary traffic control task order.

Add the following:

(c) **Payment under other task orders.** The work listed below is to be accomplished in accordance with Section 635 of this task order, but paid via a separate task order for temporary traffic control. Items paid by that separate temporary traffic control task order include the following:

- Temporary traffic control, pilot car
- Temporary traffic control, flagger

109.08 Progress Payments. Amend as follows:

Delete the text of paragraph (b) and substitute with the following:

(b) **Closing date and invoice submittal date.** The closing date for progress payments will be designated by the CO. Include work performed after the closing date in the following month's invoice. For work performed between September and July of any year, 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, for work included in the September through July invoices, will not be accepted for payment processing that month. For work included in the August invoice, submit the invoice to the designated billing office by the 5th day after the closing date. Invoices received by the designated billing office after the 5th day following the closing date, for work included in the August invoice, will not be accepted for payment processing that month. Include late, unprocessed invoice submittals in the following month's invoice.

Delete the text of paragraph (e) and substitute with the following:

(e) Processing progress payment requests. No payment will be made for work unless field note documentation for the work was provided by the closing date.

(1) Work performed between September and July.

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

(1) 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.

(2) 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 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 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.

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

(1) 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 CO's receiving report, the invoice will be deemed proper and forwarded for processing within 7 days of receipt.

(2) *Defective invoices.* If the invoice does not meet the requirements of Subsection 109.08(c), 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(c), 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 after receiving the invoice. The contractor will be notified, within 7 days of the Government's receipt of the invoice, of the reasons for any changes to the invoice.

(2) Work performed during August.

(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 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(c), 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(c), 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 after receiving the invoice. The contractor will be notified, within 7 days of the Government's receipt of the invoice, of the reasons for any changes to the invoice.

Delete the text of paragraph (f) and substitute with the following:

(f) Partial payments. Invoices may include the following:

(1) Progress payments may include partial payment for material to be incorporated in the work, provided the material meets the requirements of the contract and is delivered on, or in the vicinity of, the project site or stored in acceptable storage places.

Partial payment for material does not constitute acceptance of such material for use in completing items of work. Partial payments will not be made for living or perishable material until incorporated into the project.

(2) Partial payment for preparatory work. Partial payment for preparatory work does not constitute acceptance of work.

Individual and cumulative partial payments for preparatory work and material will not exceed the lesser of:

- 80 percent of the contract bid price for the item; or
- 100 percent of amount supported by copies of invoices submitted.

The quantity paid will not exceed the corresponding quantity estimated in the contract.

Submit pay notes according to Section 153. Provide a cost breakdown of the bid item components and submit invoices or other documents supporting the partial payment.

The CO may adjust partial payments as necessary to protect the Government.

Section 151.— MOBILIZATION

Description

151.01 Delete the text of this Subsection and substitute with the following:

This work consists of moving personnel, equipment, material, and incidentals to the project and performing all work necessary before beginning work at the project site. Mobilization includes the obtaining of permits, insurance, bonds, and pilot cars for over-width and/or over-length vehicles, equipments and loads.

Payment

151.03 Delete the text of this Subsection and substitute with the following:

The accepted quantity, measured as provided in Subsection 109.02, will be paid at the task order price per unit of measurement for the Section 151 pay item shown in the bid schedule. Payment will be full compensation for the work prescribed in this Section. See Subsection 109.05.

Progress payments for mobilization lump sum will be paid as follows:

- (a) Bond premiums will be reimbursed according to FAR Clause 52.232-5 Payments Under Fixed-Price Construction Contracts, after receipt of the evidence of payment.
- (b) When 5 percent of the original task order amount is earned from other bid items, 50 percent of the mobilization item, or 5 percent of the original task order amount, whichever is less, will be paid.
- (c) When 10 percent of the original task order amount is earned from other bid items, 100 percent of the mobilization item, or 10 percent of the original task order amount, whichever is less, will be paid.
- (d) Any portion of the mobilization item in excess of 10 percent of the original task order amount will be paid after final acceptance.

Section 152.— CONSTRUCTION SURVEY AND STAKING

Construction Requirements

152.02 General. Delete the text of this Subsection and substitute with the following:

At the preconstruction conference, submit a cost breakdown of the individual items included in the lump sum item for use in making progress payments.

(a) Survey schedule. Include staking activities in the construction schedule submitted according to Section 155. Include the dates and sequence of each staking activity.

(b) Government set reference lines and points. The Government has set horizontal and vertical control points for the project. The location and identity of each control point are shown on the plans.

Before beginning construction, notify the CO of any missing control points or stakes. The Government will reestablish control points and stakes missing before the beginning of construction.

(c) Government furnished information. The Government will furnish the following data relating to horizontal and vertical alignment and theoretical slope stake catch points, and other design data:

- (1) Computer listings containing horizontal alignment, vertical profile, superelevation, and excavation and embankment slope ratios for the roadway and retaining walls.
- (2) Computer generated construction staking notes showing theoretical slope stake catch points and reference points;
- (3) X, Y, Z coordinates (horizontal and vertical control points);
- (4) X, Y, Z coordinates (subgrade from 1768+50 to 1771+00, base course, centerline and shoulders); and
- (5) Plotted cross sections on 50' intervals throughout project area and on 10-foot intervals through MSE retaining walls showing MSE retaining wall excavation limits.

Perform additional calculations for convenient use of Government-furnished data. Provide immediate notification of apparent errors in the initial staking or in the furnished data.

(d) Pre-survey meeting. Before surveying or staking, discuss and coordinate the following with the CO:

- (1) Surveying and staking methods;
- (2) Stake marking;
- (3) Grade control for courses of material;
- (4) Referencing;
- (5) Structure control; and
- (6) Any other procedures and controls necessary for the work.

Preserve all initial reference and control points. After beginning construction, replace all destroyed or disturbed initial reference or control points necessary to the work.

Prepare field notes in an approved format. Sample note formats are available as listed in Subsection 106.01. Furnish all survey notes at least weekly.

Survey and establish controls within the tolerances shown in Table 152-1. The construction survey and staking work may be spot-checked for accuracy, and unacceptable portions of work may be rejected. Resurvey rejected work, and correct work that is not within the tolerances specified in Table 152-1. Acceptance of the construction staking does not relieve the Contractor of responsibility for correcting errors discovered during the work and for bearing all additional costs associated with the error.

Start work only after staking for the affected work is accepted.

Compute and furnish calculations supporting pay quantities. Measure quantities within the tolerances shown in Table 152-2.

All field notes, pay notes, and supporting documentation become the property of the Government upon completion of the work.

Support roadway prism excavation quantities according to Subsection 204.16 **(a)(1)(a)**. Due to recent slide damage and resulting construction repairs, surveyed topography of the site may vary slightly from current conditions. As a result, roadway excavation volumes are estimated and no earthwork data listing will be provided to the Contractor. At the Contractor's discretion, roadway prism excavation quantities may be adjusted for volume changes resulting from slope stake variations. See Subsection 152.03**(c)**, Slope stakes and references. For any adjustments to excavation quantities take cross-sections according to 152.03**(b)**.

Remove and dispose of all flagging, lath, stakes, and other staking material after the project is complete. Remove visible portions of brushes if used to mark grade finishing stakes.

152.03 Survey and Staking Requirements. Amend as follows:

(b) Roadway cross-sections. Add the following:

Do not take roadway cross-sections unless required for volume adjustments according to Subsection 204.16(a)(1)(a).

(i) Retaining Walls. Delete the text of this Subsection and substitute with the following:

Set references and horizontal and vertical control points as necessary to adequately layout and construct retaining walls according to the cross-sections and staking data provided.

Added Table.

**Table 152-2
Measurement Tolerances**

Pay Unit	Horizontal	Vertical
Acre	1.0 feet or 1:100 whichever is greater	—
Cubic Yard	0.2 foot or 1:500 whichever is greater	0.3 foot or 1:333 whichever is greater
Linear Foot	0.2 foot or 1:500 whichever is greater	—
Square Foot	0.1 feet or 1:1000 whichever is greater	—
Station	1.0 feet or 1:1000 whichever is greater	—

Payment

152.06 Delete the second paragraph and substitute with the following:

Payment for lump sum items will be prorated based on the progress of the work under this Section.

Section 153.— CONTRACTOR QUALITY CONTROL

Delete the text of this Section and substitute with the following:

Description

153.01 This work consists of obtaining samples for quality control testing, performing quality control tests, providing inspection, and exercising management control to ensure that work conforms to the contract requirements. See FAR Clause 52.246-12 Inspection of Construction.

Do not submit documentation or plans previously submitted and accepted under a separate task order unless there is a change of personnel or specific work features require an amendment to the accepted plan.

Construction Requirements

153.02 Personnel Qualifications. Furnish a quality control manager with at least one year of experience managing highway construction quality control or quality assurance programs and meeting one of the following requirements:

- (a) A Bachelor of Science degree from a four year program in civil engineering, civil engineering technology, construction management, or construction engineering;
- (b) 2 years experience as a superintendent of a road or highway construction firm;
- (c) A level four highway construction or highway materials NICET certification; or
- (d) 4 years experience as a highway construction inspection or materials quality control supervisory technician.

153.03 General. Provide a quality control system that plans, performs, and documents quality control activities.

Alternate quality control systems that meet the intent of this specification may be implemented by contract modification if approved by the CO.

Provide a quality control manager on-project during work with the authority to stop work not in compliance or that will result in non-compliance with contract requirements.

Identify an alternate in the quality control manager's absence. The alternate must meet the qualifications for a quality control manager. An alternate may not act for the quality control manager for a period greater than three (3) days unless approved by the CO.

Submit names and qualifications of the quality control manager and any alternate to the CO for approval 14 days before start of work.

Special Contract Requirements

Project: MT NPS ERFO 2007(1)-45(3), GTSR MP 33 Permanent ERFO Repairs

Furnish additional quality control staff (inspectors, testers, reviewers, and clerical assistants) to complete the work specified in this Section. Provide names and qualifications of additional personnel to the CO 14 days before start of work.

Do not designate superintendents, foremen, traffic and safety supervisors, or project testing technicians, as the quality control manager or other quality control personnel.

153.04 Quality Control Plans. Provide quality control plans for selected work features. The absence of a plan for other items of work does not relieve the Contractor of complying with the contract requirements. Additional quality control activities may be required to provide effective quality management.

(a) Development. Develop quality control plans for the following work features:

- Construction Survey and Staking; (Section 152)
- Removal of Structures and Obstructions; (Section 203)
- Excavation and Embankment, sloping, shaping, and finishing; (Section 204)
- Placed Riprap; (Section 251)
- MSE Walls; (Section 255)
- Aggregate Courses; (Sections 308, 310)
- Asphalt Pavement; (Section 404)
- Concrete; (Section 601)
- Drainage Structures; (Section 602)
- Guardwall and Other Masonry Structures; (Section 620)
- Temporary Traffic Control. (Sections 156, 635, 636)

Use “*Contractor Quality Control Plan*” (Form WFLHD 471M) to prepare the quality control plan for each work feature. An electronic version of the form is available at

<http://www.wfl.fha.dot.gov/other/it/forms/wflhd471m.xls>.

Complete the first three columns on form WFLHD 471M and submit to the CO for acceptance at least 7 days before commencing work. Address the following activities on the worksheet:

- (1) Review contract requirements, plans and specifications independently and with construction supervisory staff;
- (2) Check and verify submittals, plans, and materials certifications meet contract requirements and submit to the CO for approval. Provide statement and signature of verification according to Subsection 106.03;
- (3) Check site conditions for constructability, including staging, and disposal and storage areas. Verify materials delivered to the site conform to accepted materials certifications, submittals, plans and contract requirements before incorporating into the project.

(4) Review construction staking to assure it meets contract requirements, accuracy, and sufficiency for each work feature;

(5) Provide an operational work plan. Include a brief written narrative of the work activity for the feature describing methods, locations, crews, equipment, and methods to be used to complete the work;

(6) Conduct pre-work meetings. Review contract requirements with the construction crew, foremen, and Government personnel before beginning work. Provide an overview of the operational work plan;

(7) Ensure construction methods will result in the end product meeting the contract requirements.

Include the following in the plan for selected work features as a supplement to the sampling and testing requirements located at the end of each Section.

- the process to ensure the completed feature of work conforms to contract requirements
- the inspection or testing, and frequency, to ensure the process remains valid or work is being performed according to the established process
- the action(s) taken if the inspection or testing reveals the work is not meeting contract requirements

Perform corrective actions as needed to ensure work meets contract requirements.

(8) Provide immediate on-site presence to communicate status of work to FHWA and contractor personnel and for quality control issue resolution;

(9) Verify completed work meets contract requirements.

Revise quality control plans when personnel, activities, or processes change or when deficiencies occur in the work.

The CO may request additional quality control plans for work features not listed above if work in progress or completed work does not conform to contract requirements or is lacking an effective quality control process.

(b) Implementation. Implement quality control activities as described in the accepted plan. Do not begin a work feature until the plan is approved by the CO and a pre-work meeting (Activity 6) is performed.

(1) QC Reports – Report quality control meetings, reviews, inspections, measurements, testing activities, corrective actions, and discussions that verify the work meets contract requirements as quality control activities listed in “*Contractor Quality Control Plan*” (Form WFLHD 471M) are completed. Provide narrative and original support data. Document findings such as deficiencies found in the work, and describe corrective actions, adjustments to frequency of quality control activities, and method or process changes to correct and eliminate future deficiencies. Provide reports daily to the CO or as specified in the quality control plan. Include the following certification signed by the quality control manager:

“I certify the information contained in this record is accurate and all work documented herein complies with the contract requirements. Any exceptions to this certification are documented as a part of this record.”

(2) Notification of Completion of Work - Submit a completed “*Notification of Completions of Work*” (Form WFLHD 470) when work listed in Subsection 153.06 is ready for inspection

(c) Post-Work Quality Control. As quality control activities 153.04(a) are performed, complete the last two columns of WFLHD 471M. Maintain and update the worksheet and make available to the CO upon request. Provide the completed worksheet and attachments to the CO within one day of substantially completing the work feature.

153.05 Quality Control Sampling and Testing. Provide sampling and testing as listed at the end of each Section, and defined in the quality control plan.

Testing of trial samples may be required to demonstrate testing competence.

Sample and split samples according to AASHTO or other acceptable procedures. Allow the CO the opportunity to witness all sampling. Immediately perform splits when required. Deliver the Government’s portion of the sample or split sample in an acceptable container suitable for shipment. Label all samples with the following information:

- Project number;
- Source of material;
- Pay item number;
- Sample number;
- Date sampled;
- Time sampled;
- Location sample taken;
- Name of person sampling;
- Name of person witnessing sampling; and
- Type of test required on sample.

Provide the following documentation:

(a) Quality Control Test Results. Report test results on forms containing all sample information required by Subsection 153.05. Attach work sheets, used to determine test values, to the test result forms when submitted.

(b) Control Charts. Maintain linear control charts that identify the project number, contract item number, test number, each test parameter, the upper and/or lower specification limit applicable to each test parameter, and test results. Use the control charts to document the variability of the process, identify production and equipment problems, and identify potential pay factor adjustments. Make corrections to the process when problems are evident. Post charts at the Contractor's project testing lab and on site.

153.06 Government Quality Assurance Inspection. Submit a "*Notification of Completion of Work*" (Form WFLHD 470) when the following work is ready for inspection:

(a) Allow 1 working day for the following work to be inspected.

(1) Survey and staking (field stakes and notes). Provide survey notes for the following:

- (a) Control points – before disturbing original control points;
- (b) Clearing limits – before starting clearing and grubbing operations;
- (c) Slope stakes – before starting excavation;
- (d) Sub excavation – before backfilling;
- (e) Walls – before starting work; and

(2) Construction work.

- (a) Sub grade – before placing pavement structure;
- (b) Any layer of pavement structure requiring hubs – before placing next layer; and
- (c) Structural excavation – before backfilling.

(b) Allow 1 working day (except as noted) to inspect the following work. Do not continue work on items listed below until receipt of WFLHD 470 indicating the work will not be inspected, the work was inspected and no deficiencies were found, or unless authorized by the CO. Work delayed in excess of the inspection period will be evaluated according to FAR Clause 52.242-14 Suspension of Work.

(1) Forms and reinforcing steel – before placing concrete.

153.07 Acceptance. Contractor quality control will be evaluated under Subsections 106.02 and 106.04 based on the demonstrated ability of the Contractor's quality control system to ensure work meets the contract requirements.

If the Government's testing and inspection (quality assurance) indicate the Contractor's quality control system is ineffective or the plans are not being followed; make immediate improvements to correct inadequacies. Furnish notification in writing of improvements and modifications to the system.

A maximum of 10 percent of the total progress payment amount will be retained and affected project work may be stopped if a quality control plan is not accepted, the plan is not being followed, or work does not meet contract requirements.

Measurement

153.08 Measure the Section 153 items listed in the bid schedule according to Subsection 109.02.

Payment

153.09 The accepted quantities, measured as provided in Subsection 109.02 and above, will be paid at the contract price per unit of measurement for the Section 153 pay items listed in the bid schedule. Payment will be full compensation for the work prescribed in this Section. See Subsection 109.05.

Payment for the lump sum item will be prorated based on the total work completed for this Section.

Section 154.— CONTRACTOR SAMPLING AND TESTING

Construction Requirements

154.02 Sampling. Amend as follows:

Add the following to the first paragraph:

When samples are required at the Vancouver Laboratory, send to:

**Material Section
Western Federal Lands Highway Division
610 East Fifth Street
Vancouver, Washington 98661**

If samples are sent other than normal delivery vendors, call 360.619.7739 or 360.619.7592 before delivery. Deliveries will be accepted from 7 a.m. to 2:30 p.m. PT (Monday - Friday).

Access to the government complex is controlled, check-in is required at the main building entrance located on East Fifth Street. Directions will be given for delivery of samples.

Add the following:

The sampling frequencies and reporting times are listed in the individual sections ordering the work.

Payment

154.07 Delete the text of the fifth paragraph and substitute with the following:

Payment for all or part of this item may be retained, if Government verification testing invalidates the Contractor testing or the CO determines that documentation of sampling and testing is not adequate.

Section 155.— SCHEDULES FOR CONSTRUCTION CONTRACTS

Delete this Section and substitute with the following:

Description

155.01 This work consists of scheduling and monitoring all construction activities. Follow the requirements of FAR Clause 52.236-15, Schedules for Construction Contracts.

Construction Requirements

155.02 General. Prepare a construction schedule according to Subsection 155.03. Submit 3 paper copies and one electronic copy of the initial construction schedule within 7 days after Contract Award. In case of discrepancy, the paper version will govern over the electronic version of the schedule.

Show completion of work within the contract time.

Allow 2 days for approval or rejection of the schedule. If rejected, submit a revised schedule within 2 days. Do not begin work, except mobilization, without an accepted construction schedule.

Use the approved initial construction schedule as the baseline for the first construction schedule update.

A maximum of 10 percent of the total progress payment amount will be retained if an acceptable schedule is not received within 5 days after the Notice to Proceed is issued.

155.03 Bar Chart Method (BCM). The BCM construction schedule consists of a progress bar chart and a written narrative. Include the contract number, project number, project name, Contractor name, current fixed completion date, date of submittal, and submittal number.

(a) **Progress bar chart.** The following applies to the initial submission and all updates:

- (1) Use a time scale to graphically show the percentage of work scheduled for completion during the contract time;
- (2) Define and relate activities to the contract pay items;
- (3) Show all activities in the order the work will be performed, including submittals, submittal reviews, fabrication, and delivery;
- (4) Show all critical (major) activities that are controlling factors in the completion of the work;

Special Contract Requirements

Project: MT NPS ERFO 2007(1)-45(3), GTSR MP 33 Permanent ERFO Repairs

(5) Show the time needed to perform each activity and its relationship in time to other activities;

(6) Show the total expected time to complete all work; and

(7) Provide enough space for each activity to permit 2 additional plots parallel to the original time span plot. Use one space for revision of the planned time span, and one for showing actual time span achieved.

(b) Written narrative. Furnish a written narrative of the activities displayed in the progress bar chart. The following applies to the written narrative:

(1) Estimate starting and completion dates of each activity;

(2) Describe work to be done within each activity including the type and quantity of equipment, labor, and material to be used;

(3) Describe the location on the project where each activity occurs;

(4) Describe planned production rates by pay item quantities (e.g., cubic yards of excavation per day/week);

(5) Describe work days per week, holidays, number of shifts per day, and number of hours per shift;

(6) Estimate any periods during which an activity is idle or partially idle. Show the beginning and end dates for reduced production or idle time;

(7) Describe expected and critical delivery dates for equipment or material that can affect timely completion of the project;

(8) Describe critical completion dates for maintaining the construction schedule; and

(9) Identify the vendor, supplier, or subcontractor to perform the activity. State all assumptions made in the scheduling of the subcontractor's or supplier's work.

155.04 Schedule Updates. Review the construction schedule to verify or adjust; start dates of activities underway and finish dates of completed activities; remaining duration of uncompleted activities; planned start and finish dates and durations; and proposed logic. Inform the CO of all changes.

Submit three copies of an updated construction schedule for acceptance when:

(a) A delay occurs in the completion of a critical (major) activity;

(b) A delay occurs which causes a change in a critical activity;

(c) The actual prosecution of the work is different from that represented on the current construction schedule;

Special Contract Requirements

Project: MT NPS ERFO 2007(1)-45(3), GTSR MP 33 Permanent ERFO Repairs

- (d) There is an addition, deletion, or revision of activities caused by a contract modification; or;
- (e) There is a change in the schedule logic.

Show completion of work within the contract time.

Allow 2 days for approval or rejection of the schedule. If rejected, submit a revised schedule within 2 days.

Use the approved initial or previous construction schedule as the baseline for the current construction schedule update.

A maximum of 10 percent of the total progress payment amount will be retained if an acceptable schedule is not received within 3 days of one of the events listed above.

155.05 Records. Submit a list of all records and documents that track progression of work. Indicate who will be responsible for maintaining the records and where the records will be located.

Provide the following documents:

(a) **Notification of Completion of Work.** Submit a completed WFLHD 470 *Notification of Completion of Work* when work is ready for inspection by the Government according to Subsection 153.06.

(b) **Construction Operations Report.** For each day of work, submit a completed “*Contractor’s Daily Record of Construction Operations*” (Form WFLHD 465) or an approved alternate form within one day of the work being performed.

“I certify that the information contained in this record is accurate, and that all work documented herein complies with the requirements of the contract. Any exceptions to this certification are documented as a part of this record.”

For an electronic version of the form go to:

<http://www.wfl.fha.dot.gov/other/it/forms/wflhd465A.pdf>.

155.06 Acceptance. Construction schedules, records, and documents will be evaluated under Subsection 106.02.

Measurement

155.07 Measure the Section 155 items listed in the bid schedule according to Subsection 109.02.

Payment

Special Contract Requirements

Project: MT NPS ERFO 2007(1)-45(3), GTSR MP 33 Permanent ERFO Repairs

155.08 The accepted quantities will be paid at the contract price per unit of measurement for the Section 155 pay item listed in the bid schedule. Payment will be full compensation for the work prescribed in this Section. See Subsection 109.05.

Progress payments for construction schedule will be paid as follows:

- (a) 25 percent of the item amount, not to exceed 0.5 percent of the original contract amount, will be paid after the construction schedule is accepted.
- (b) Payment of the remaining portion of the lump sum will be prorated based on the total work completed.

Section 156.— PUBLIC TRAFFIC

Construction Requirements

156.03 Accommodating Traffic During Work. Add the following:

Accommodate public traffic as follows:

- (a) Allow emergency traffic and Glacier National Park snow plowing equipment through the project without delay at all times.
- (b) Adjust operations to allow traffic through the project site, and to meet the cumulative traffic delays listed below:

(1) June 13, 2008 through September 14, 2008:

(a) 10 P.M. Sunday through 6 A.M. Friday:

(1) 6 A.M. - 10 P.M.: Maximum 30 minutes.

(2) 10 P.M. - 6 A.M.: Maximum 4 hours.

(b) All other times: Maximum 30 minutes.

Cumulative delay is the total delay caused by construction related operations for all ongoing projects under the IDIQ.

Example: 3 separate work zones

x 10 minute delay at each work zone

Total delay = 30 minutes

- (c) Notify the CO in writing, two weeks before nighttime traffic delays. Do not set-up traffic control or perform work associated with nighttime traffic delays until approved by the CO. Coordinate with the CO to determine closure locations that will provide adequate vehicle turn-around space before nighttime delays.
- (d) Provide two portable toilets for the public according to Section 646.

(e) Between September 15, 2008 to June 12, 2009, the project site may be closed between Siyeh Bend and Logan Pass to public traffic. The National Park Service will provide a closure gate at Siyeh Bend on the east side of the work area. The Contractor may keep this gate open when work is underway for construction traffic. If the Contractor chooses to maintain an open gate during work hours, provide a flagger with radio communications to monitor gate access. Close and secure gate during non-work hours or whenever gate is not monitored by the flagger. As directed by the CO, maintain government provided signs at each closure point gate to display the status of the construction zones to bicyclists and pedestrians. Coordinate closure of project site with other ongoing projects to provide one-way access to Logan Pass to the extent possible. Provide proposed closure schedule according to Section 155.

(f) Staff forces from Glacier National Park will conduct a nightly traffic sweep at 10 pm during the extended delay periods defined in 156.03(b) to insure all public traffic is out of the work zone. Do not delay traffic or close the work zone until the sweep is complete.

156.04 Maintaining Roadways During Work. Delete the text of paragraph (c) and substitute with the following:

(c) Snow removal to facilitate the work is the Contractor's responsibility. Before snow removal activity, submit a snow removal plan for approval by the CO. Snow removal to provide public access is the responsibility of the Park and will be performed at the Park's discretion. The Park will provide snow removal according to the normal road opening priority schedule. There are no fixed opening dates due to variable snow conditions. Provide Park snow plow and maintenance crews access though the project after initial spring snow plow operations have moved beyond the project limits. Allow emergency traffic though the project without delay at all times.

156.05 Maintaining Roadways During Non-Work Periods. Add the following:

Remove equipment, stockpiled materials, and other hazards from the road, turnouts, and parking areas within the project limits before the winter shutdown unless otherwise approved by the CO.

Remove temporary concrete barrier and other hazards from avalanche chutes before the winter shutdown as directed by the CO.

Place snowpoles around any hazards to remain during winter shutdown as directed by the CO.

Place government provided portable traffic signals as directed by the CO according to Section 635.

156.06 Limitations on Construction Operations. Delete the text of this Subsection and substitute with the following:

When the roadway is open to public traffic, restrict operations as follows:

- (a) Operate equipment in the direction of traffic, where practical.
- (b) Provide a minimum lane width of 10 feet in the tangent sections of the road. In the areas of tight centerline radius, increase the minimum lane width as directed by the CO. Use barricades, drums, or other acceptable devices to delineate traffic lanes through areas where the edge of pavement or intended path has been obliterated by construction operations.
- (c) Confine staging, parking of equipment and vehicles, and storing of material to the locations identified in Subsection 105.04.
- (d) Where switching traffic to a completed lane, provide adequate personnel and equipment to set or relocate traffic control devices.
- (e) For purposes of facilitating traffic, perform grading or surfacing part-width at a time. Make the width not under construction available to public traffic under alternate one-way control. Furnish pilot car and driver, or flaggers, or both, as ordered by the CO, to direct traffic through sections of road under one-way control.
- (f) Complete paving of adjacent traffic lanes to the same elevation by the end of each day when public vehicular traffic is on-going. Adjacent lanes must be paved and to the same elevation before winter shut-down.
- (g) Do not perform construction operations during the following times:
 - (1) Between 6 P.M. Friday and 6 A.M. the following Tuesday of Labor Day weekend.
- (h) Provide two-way radio communications between the Traffic and Safety Supervisor, flaggers, and pilot cars. Provide radios for all personnel that are compatible with Park radio frequencies. Citizen band radios are not acceptable. Coordinate with the CO to exchange radio frequencies.

The Traffic and Safety Supervisor, flaggers, and pilot cars will monitor and transmit emergency information on a Park radio frequency and will be required to attend a Park training session on radio use. Coordinate with the CO to make training arrangements and to ensure that the radios are compatible with Park radio frequencies before beginning work.

156.07 Nighttime Operation. Amend as follows:

Delete the first paragraph of the Subsection.

Add the following:

Perform construction operations in accordance with Subsections 107.10 and this Section.

Special Contract Requirements

Project: MT NPS ERFO 2007(1)-45(3), GTSR MP 33 Permanent ERFO Repairs

156.08 Traffic and Safety Supervisor. Amend as follows:

Delete the text in paragraph (f) and substitute with the following:

(f) Coordinate and ensure that all traffic control devices are furnished, installed, maintained, removed, stored, replaced, relocated and cleaned according to Subsection 635.03(a) through (i).

Add the following:

(i) Inspect traffic control devices, including those in staging, storage, material sources, and disposal areas, as follows:

(1) Daily during daylight hours when daylight work is being performed;

(2) Daily during hours of darkness when nighttime work is being performed;

(3) Weekly during daylight hours and hours of darkness when work is suspended for periods of more than one week except when the project has been shut down for the winter and weekly during the hours of darkness when only daylight work is being performed. During periods of winter suspension, inspect only as requested by the CO;

(4) Additional inspections, day or night, as directed by the CO; and

(5) Provide reports of inspections to the CO in an acceptable format within 2 days.

(j) Before winter suspension, conduct an inspection of the project with the CO to ensure proper provisions are made for winter travel during the period of suspension.

(k) Handle portable construction signs, barricades, drums, cones, and tubular markers as follows:

(1) Temporary set up and removal.

(2) Relocate on the project according to the traffic control plan.

(3) Relocate to and from temporary storage sites on the project.

(4) Clean and replace construction signs or other traffic control devices on the project which are damaged by a third party.

(l) Clean construction signs and other traffic control devices when they become illegible because of weather or other conditions. Furnish all vehicles and incidentals necessary to handle and transport the portable construction signs, barricades, drums, cones, and tubular markers and other traffic control devices.

(m) Ensure the temporary traffic signal systems in good working order. Immediately repair or replace deficiency parts of the system. Provide temporary flagging assistance.

(n) Retrieve Portable Changeable Message Signs from staging site(s), set-up, operate, maintain, take-down, and return unit(s) to staging sites during emergencies and as directed by the CO.

(o) Monitor and transmit emergency information on a Park radio frequency according to this Section.

(p) Keep daily reports of traffic delay times and provide them to the CO.

Section 203.— REMOVAL OF STRUCTURES AND OBSTRUCTIONS

Description

203.01 Add the following:

This work also consists of the following:

- Removing and salvaging drainage structures;
- Removing and salvaging existing stone masonry guardwalls according to Section 620.

Construction Requirements

203.03 Salvaging Material. Delete the last paragraph and substitute with the following:

Salvage culvert pipes, inlets, and frames and grates designated for removal. Stockpile salvaged materials within the project limits or at approved staging areas according to Subsection 105.04. Install salvaged culverts, inlets, and frames and grates at new locations identified in the plans according to Sections 602 and 604. Provide additional materials as necessary to supplement the salvaged structures if damaged during removal.

Salvage stone from existing stone masonry structures according to Subsection 620.05.

203.05 Disposing of Material. Amend as follows:

Delete paragraph (a) and substitute with the following:

- (a) Legally dispose of pipe culvert, concrete, asphalt pavement not reused, wood structures, and other unsuitable material outside of the Park boundaries.

Delete paragraphs (b) and (c).

Measurement

203.07 Add the following:

Measure removal of pipe culverts for each pipe culvert removed, regardless of proposed pipe culvert installations.

Measure removal of masonry guardwall by the linear foot, along the front face of the wall.

Special Contract Requirements

Project: MT NPS ERFO 2007(1)-45(3), GTSR MP 33 PERMANENT ERFO REPAIRS

Section 204.— EXCAVATION AND EMBANKMENT

Construction Requirements

204.06 Roadway Excavation. Amend as follows:

(a) **General.** Delete the text of the second paragraph and substitute with the following:

Excavate material suitable for embankment or backfill in a sequence that permits the placement of the excavation directly into its final position or in stockpiles for subsequent placing.

(b) **Rock cuts.** Delete the text of this paragraph and substitute with the following:

Perform rock excavation by mechanical methods where practical. Rock excavation requiring the use of an excavator with hoe ram attachment is to be agreed upon by the CO and paid under Section 622. Use blasting techniques only if approved by the CO and according to Section 205.

204.14 Disposal of Unsuitable or Excess Material. Delete the text of this paragraph and substitute with the following:

Dispose of unsuitable and excess material at Sun Point or at alternate locations determined by the CO. Where unsuitable material is not allowed in the Park boundaries, dispose legally off the project (comply with Subsection 107.10 as well as any applicable local, State, and Federal laws).

Measurement

204.16 Amend as follows:

Add the following to paragraph (a)(1)(a) Roadway prism excavation:

Use the volume shown in the plan column on the summary of quantities sheet of the plans. The volume is subject to adjustments resulting from changes to slope stakes. See Subsection 152.03(c), Slope stakes and references.

Add the following to paragraph (a):

(4) Hydraulic excavators with hoe ram attachments utilized for rock excavation will be measured under Section 622.

Section 205.— ROCK BLASTING

Delete the entire Section and substitute with the following:

Description

205.01 This work consists of fracturing rock using production blasting techniques to facilitate excavation. Use blasting techniques only if approved by the CO.

Material

205.02 Use only explosives, explosive accessories and initiating devices that are less than 1-year old. Explosives and initiating devices include, but are not necessarily limited to; dynamite and other high explosives, slurries, water gels, emulsions, blasting agents, initiating explosives, detonators, and detonating cord.

Construction Requirements

205.03 Regulations. Furnish copies or other proof of all-applicable permits and licenses. Comply with Federal, State, and local regulations on the purchase, transportation, storage, and use of explosive material. Federal regulations include the following:

- (a) **Safety and health.** OSHA, 29 CFR Part 1926, Subpart U.
- (b) **Storage, security, and accountability.** Bureau of Alcohol, Tobacco, and Firearms (BATF), 27 CFR Part 181.
- (c) **Shipment.** DOT, 49 CFR Parts 171-179, 390-397.
- (d) **National Park Service regulations.** For projects in National Parks, also comply with NPS Director's Order #65, Explosives Use and Blasting Safety.

205.04 Blaster-in-Charge. Designate in writing a blaster-in-charge. Submit evidence that the blaster-in-charge has a valid State blaster's license or other license accepted by the State where the project is located and issued by an equivalent licensing body for the type of blasting required.

205.05 Blasting Plans. Blasting plans are for quality control and record keeping purposes and are to be signed by the blaster-in-charge. The review and acceptance of blasting plans does not relieve the Contractor of the responsibility for site safety, appropriately using current drilling and blasting technology, and obtaining the desired results.

(a) General blasting plan. Submit a general blasting plan for acceptance once construction operations are initiated that includes the following:

- (1) Working procedures and safety precautions for storing, transporting, handling, and detonating explosives.
- (2) Proposed product selection for both dry and wet holes. Furnish Manufacturer's Material Safety Data Sheets for all explosives, primers, initiators, and other blasting devices.
- (3) Typical plan and section views for both trench and production blasting, including the burden, hole spacing, hole depth, hole diameter, subdrill depth, and powder factor.
- (4) Proposed initiation and delay methods and delay times.

(b) Site-specific blasting plans. After the general blasting plan is accepted and once the depth and extent of bedrock has been determined by preliminary drilling, prepare and submit a site-specific blasting plan for each individual drilling and blasting operation for review. The review will begin as soon as they are received, but could take up to one day. Accommodate this review time by completing the preliminary drilling and site-specific blasting plan submittals as needed to avoid construction delays.

Include the following information in the site-specific blasting plan.

- (1) Site drawings showing plan and cross-sectional views of the proposed shot indicating the beginning and ending locations, free face location, hole spacing, hole diameter, hole depth, burden, and subdrill depth.
- (2) Loading pattern diagram showing the location and amount of each type of explosive to be used in the holes including primer and initiators and the location, type, and depth of stemming.
- (3) Delay and initiation diagram showing delay pattern, firing sequence, and delay times.
- (4) Proposed techniques to protect existing structures from flyrock or blast damage.

205.06 Blasting.

(a) General. Drill and blast according to the blasting plan.

Before drilling, remove overburden soil and loose rock along the top of the excavation area.

Drill exploration holes along culvert alignments, at spacing less than 10 feet apart. Where rock is encountered in heel of MSE walls, perform additional exploration holes transverse to wall alignment to determine lateral limits of rock. Provide drilling results to the CO. During blasting operations, protect all existing temporary and permanent structures from blast damage.

Free blast holes of obstructions for their entire depth. Place charges without caving the blast hole walls. Stem the upper portion of all blast holes with granular material.

Place blasting mats or other devices as necessary to protect existing structures from damage.

Following a blast, stop work in the entire blast area, and check for misfires before allowing workers to return to excavate the rock.

Hand-scale newly exposed cut faces of any rock that is loose, hanging, or potentially dangerous. Leave minor irregularities or surface variations in place if they do not create a hazard.

Halt blasting operations if unstable slopes or unacceptable results as determined by the CO occur.

(b) Production blasting. Detonate blast holes on a delay sequence toward a free face.

205.07 Acceptance. Material for rock blasting will be evaluated under Subsections 106.02 and 106.03.

Rock blasting work and services will be evaluated under Subsections 106.02 and 106.04.

Measurement

205.08 Measure blasting services under Section 623.

Payment

205.09 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 209.— STRUCTURE EXCAVATION AND BACKFILL**Construction Requirements****209.04 General.** Add the following:

Boulders and bedrock are likely to be encountered in excavations for the proposed MSE walls, culverts, underdrains, and inlets. Excavate rock first using mechanical means. Rock excavation requiring the use of a hydraulic excavator with hoe ram attachment is to be agreed upon by the CO and paid under Section 622. Use blasting techniques only when approved by the CO and according to Section 205.

Measurement and Payment**209.13** Amend as follows:

Delete the fourth paragraph and substitute with the following:

Foundation fill ordered by the CO will be measured and paid for according to the method of measurement and agreed price established in the Contract Modification authorizing the work.

Add the following:

Hydraulic excavators with hoe ram attachments utilized for rock excavation will be measured under Section 622.

Section 251.— RIPRAP

Description

251.01 Add the following:

This work also consists of constructing rock slopes.

Material

251.02 Amend as follows:

Add the following to the materials list:

Geotextile, Type II-A	712.01
-----------------------	--------

Add the following:

Rock obtained through structure excavation under Section 209 may be processed into riprap if the material meets the requirements in Subsection 705.02.

It is not anticipated that structure excavation will produce adequate quantities for the riprap bid items.

Construction Requirements

251.04 Placed Riprap. Delete the second paragraph of this Subsection and substitute with the following:

Place riprap on a prepared surface to form a well-graded mass.

Place riprap to its full thickness in one operation to avoid displacing the underlying material. Do not place riprap material by methods that cause segregation or damage to the prepared surface. Place or arrange individual stones by mechanical or hand methods to obtain a blanket with a random appearing surface. Place rip rap for outfall protection in a random shape as directed by the CO. Partially cover rip rap with localized tallus material at the direction of the CO.

Measurement

251.08 Add the following:

Do not measure rock obtained through structure excavation for payment.

Special Contract Requirements

Project: MT NPS ERFO 2007(1)-45(3), GTSR MP 33 PERMANENT ERFO REPAIRS

Section 252.— SPECIAL ROCK EMBANKMENT AND ROCK BUTTRESS

Delete the text of this Section and substitute with the following:

Description

252.01 This work consists of constructing rockery walls.

Material

252.02 Conform to the following Subsections:

Select granular backfill	704.10
Stone for rockeries	705.08

Rock obtained through structure excavation under Section 209 may be processed into stone for rockeries if the material meets the requirements in Subsection 705.08.

It is not anticipated that structure excavation will produce adequate quantities for the rockery wall bid items.

Construction Requirements

252.03 General. Survey according to Section 152 and verify the limits of the wall installation. Perform the excavation and foundation preparation according to Section 209.

For rockery walls, grade the foundation for a width equal to the required stones. Excavate to required depth for placement of a minimum 6 inch leveling course or to refusal on rock. Compact the leveling course in layers not to exceed 6 inches in depth to form a uniform foundation.

Rock excavation is to be done by mechanical methods. Rock excavation requiring the use of a hoe ram is to be agreed upon by the CO and paid under Section 622.

252.04 Placing Stones. Construct rockery walls one course at a time. Slightly incline the wall foundation and subsequent stone courses toward the back of the wall. Shape the first course of stone so that full contact is achieved with the leveling course.

Construct rockery walls of Class 1 through Class 3 stones as shown in the plans. Increase the stone class from top to bottom with a uniform range of size in-between.

Special Contract Requirements

Project: MT NPS ERFO 2007(1)-45(3), GTSR MP 33 PERMANENT ERFO REPAIRS

Place the stones in a stable orientation, with minimal voids; such that at least 80 percent of the exposed face of the wall is stone (Class 1 through 3 stones). Seat and bed each course of stones by compacting the select granular backfill behind the stone to provide a stable condition for the entire wall. Compact each layer with mechanical or hand operated equipment in horizontal lifts not to exceed 6 inches when compacted. Key each stone into adjacent stones by utilizing the natural irregular shape of the stones. Use rock spalls to chock larger stones solidly in position and to fill voids between the stones. Do not use rock spalls to provide primary bearing support of the facing stones. Stack larger stones such that each stone is bearing on at least two stones of equal or larger class below.

Construct the exposed face of the rockery wall reasonably uniform, limiting projections beyond the neat line of the slope to 20 percent of the largest facing stone dimension.

Transition the beginning and end of the rockery walls into soil slopes or rock outcrops, if present, as directed by the CO.

252.05 Acceptance. Stone will be evaluated under Subsection 106.02.

Stone placement will be evaluated under Subsections 106.02 and 106.04.

Structure excavation and backfill will be evaluated under Section 209.

See Table 252-1 for minimum sampling, testing and acceptance requirements.

Measurement

252.06 Rockery walls will be measured by the square yard of wall. Measurement will be made on the vertical plane of front face.

Structural and leveling pad excavation will not be measured for payment. Backfill and leveling pad quantities will not be measured for payment.

Do not measure rock obtained through structure excavation for payment.

Payment

252.07 The accepted quantities will be paid at the contract price per unit of measurement for the Section 252 pay items listed in the bid schedule. Payment will be full compensation for the work prescribed in this Section. See Subsection 109.05.

**Table 252-1
Sampling and Testing Requirements**

Section 252 - Rockery Walls										
Type of Acceptance (Subsection)	Material or Product	Characteristic	Category	Test Methods / Specifications	Tolerance	Sampling Frequency	Point of Sampling	Split Sample	Reporting Time	Remarks
Certification of Compliance (Subsection 106.03)	Select granular backfill	Quality requirements	-	See Subsection 704.10	Subsection 704.10	each source	Source of material	-	Prior to use in work	Provide copy of test reports
		Gradation	-	"	"	"	"	-	"	"
Measured and tested for conformance (Subsection 106.04)	Rockery Stone	Quality requirements	-	See Subsection 705.08	Subsection 705.08	each source	Source of material	-	Prior to use in work	Provide copy of test reports
			-	"	"	"	"	-	"	"
Visual Inspection (Subsection 106.02)	Rockery Stone	Stone mass and size	-	See Subsection 705.08	Subsection 705.08	each source	Source of material	-	-	-
	Select granular backfill	compaction	-	See Subsection 209.10	Subsection 209.10	"	"	-	-	-

Special Contract Requirements

Project: MT NPS ERFO 2007(1)-45(3), GTSR MP 33 PERMANENT ERFO REPAIRS

Section 255.— MECHANICALLY STABILIZED EARTH WALLS

Material

255.02 Add the following to the material list:

Gabion and revet mattress rock	705.01
Granular Backfill	703.03
Bedding Material	704.02
Plastic pipe	706.08
Welded wire form	720.01(k)
Support strut	720.01(I)
Geogrid	720.04
Geotextile Type I-A	714.01
Geotextile Type IV-A	714.01

Rock obtained through structure excavation under Section 209 may be processed into gabion and revet mattress rock if the material meets the requirements in Subsection 705.01.

It is not anticipated that structure excavation will produce adequate quantities for the mechanically stabilized earth wall bid item.

Construction Requirements

255.03 **General.** Add the following:

Perform structure excavation with equipment capable of removing the material while preventing escapement outside of the staked limits.

255.04 **Wall Erection.** Add the following:

(d) Geogrid walls. Place welded wire form, geotextile and geogrid in successive horizontal lifts as backfill placement proceeds. Do not exceed an individual lift vertical tolerance and an overall wall (top to bottom) vertical tolerance of 1 inch per 10 feet of wall height. Do not deviate from the designed batter of the wall by more than 1 inch per 10 feet of wall height. Do not deviate more than 2 inches at any point in the wall from a 10-foot straightedge placed horizontally on the theoretical plane of the design face.

Install geocomposite drain strips as shown on the plans. Geocomposite drain strips must be placed before the MSE wall is constructed. Install geocomposite sheet drain strips as directed by CO. Add additional drain strips at locations where seepage is observed. Secure sheet drain strips with permeable non-woven side toward the back slope. Construct drain strip splices with a 12-inch overlap so that the drain is vertically continuous and the splice does not impede the flow of water. Hydraulically connect each geocomposite drain strip to the MSE wall collector pipes installed under Section 255.

Position the welded wire form and secure with stakes before placing backfill. Connect adjacent sections of geogrid with zip ties at 4' intervals. Place geogrid and geotextile type IV-A over welded wire form and wrap up along the back face of the welded wire form. On levels containing gabion and revet mattress rock, provide sufficient length of geotextile type IV-A to form positive separation between select granular backfill and gabion rock facing. On all levels, provide sufficient length of geogrid and geotextile type IV-A to accommodate 48" lap as shown in plans. Pretension the geogrid and geotextile type IV-A to remove buckling and wrinkling by temporarily securing in-place with pins, staples, sand bags, or backfill as required by fill properties, fill placement procedures, weather conditions, or as directed by the CO. Thread support struts through geogrid and geotextile type IV-A and attach to face and bottom of welded wire form.

255.05 Backfilling. Delete the text of this Subsection and replace with the following:

Backfill stabilized volume with select granular backfill. Ensure that no voids exist below the geogrid. Place backfill in lifts not exceeding 9 inches and compact according to Subsection 209.11, except use an acceptable lightweight mechanical or vibratory compactor within 3 feet of the wall face. Do not damage or disturb the facing or geogrid. Do not operate equipment directly on top of the geogrid. Correct all damaged, misaligned, or distorted wall elements. Install collector and drain pipe underdrain system as shown in the plans.

Stage backfilling operation to maintain a sufficient thickness of fill over geogrid to prevent damage from construction operations. Begin backfilling by placing a sufficient amount of select granular backfill near the face of the wall to hold the geogrid and welded wire form securely in position. Stretch the geogrid tight by pulling from the back of the grid using a pitchfork, stake, or other suitable tool. Do not displace welded wire form by pulling on geogrid with excessive force. Spread backfill from the face of the wall toward the back of the geogrid, pushing any wrinkles to the back of the geogrid. Before reaching the design lift thickness, bend geogrid at bottom of welded wire form within 1 inch of the face of the form. Windrow select granular backfill such that toe of windrow catches at geogrid bend. Create the geogrid wrap over the windrow and bury the end of the geogrid in the backfill. If support struts interfere with geogrid, cut any transverse (perpendicular to machine direction of geogrid) geogrid legs necessary to pull geogrid wrap tight at face. Continue backfilling until achieving a backfill surface at the same elevation as the top of the welded wire form.

Once the specified lift thickness is achieved, wrap Type IV-A geotextile over geogrid face and place gabion rock. Ensure geotextile forms a positive separation between the select granular backfill and the gabion rock as shown in the plans. Place gabion rock in a manner that causes minimal damage to the welded wire form and support struts.

Replace all wall materials damaged by the backfill placement and compaction operations. When damaged geogrid is replaced, the entire reinforcement length, at full manufactured roll width, must be replaced. In this case it is permissible to overlay the damaged geogrid with the replacement geogrid. Correct all misaligned or distorted wall elements caused by the placement of backfill.

255.06 Acceptance. Add the following:

Geogrid, welded wire framing, and related hardware will be evaluated under Subsection 106.03.

Geogrid wall construction will be evaluated under Subsection 106.04.

See Table 255-1 for minimum sampling, testing and acceptance requirements.

Measurement

255.07 Amend as follows:

Delete the second paragraph.

Add the following:

Measure Geogrid walls by the square foot of vertical projection of the front wall face.

Do not measure geogrid, welded wire framing, and related hardware for payment.

Do not measure bedding, collector pipes, outlet pipes, select granular backfill, facing rock, or geotextile for payment.

Do not measure structural excavation for payment.

Do not measure composite sheet drain for payment.

Do not measure rock obtained through structure excavation for payment.

**Table 255-1
Sampling and Testing Requirements**

Section 255 - Mechanically Stabilized Earth Walls										
Type of Acceptance (Subsection)	Material or Product	Characteristic	Category	Test Methods / Specifications	Tolerance	Sampling Frequency	Point of Sampling	Split Sample	Reporting Time	Remarks
Measured and tested for conformance (Subsection 106.04)	Excavation	Elevation and dimension specified	—	Field measured	12 in. Horz. and 4 in. Vert. from reference stakes	Each foundation	Installation	—	—	—
	Backfill	Compaction	—	Subsection 204.11	—	1 for each 325 yd ³ or fraction thereof but not less than 1 for each installation	Installation	—	—	—
	Geogrid wall construction	Line and grade	—	Field measured	2 in. Horz. and 2 in. along batter from reference stakes	As determined by the CO	Installation	—	—	—
Certificate of Compliance (Subsection 106.03)	Geogrid reinforcement	Quality	—	Subsection 720.04	—	Each shipment	Installation	—	Prior to use in work	—
	Support strut	Quality	—	Subsection 720.01	—	Each shipment	Installation	—	—	—
	Welded wire form	Quality	—	Subsection 720.01	—	Each shipment	Installation	—	—	—
	Select granular backfill	Quality	—	Subsection 704.10	Subsection 704.10	Each source	Each source	—	—	—
		Gradation	—	Subsection 704.10	Subsection 704.10	Each source	Each source	—	—	—

Special Contract Requirements

Project: MT NPS ERFO 2007(1)-45(3), GTSR MP 33 PERMANENT ERFO REPAIRS

Section 308.— MINOR CRUSHED AGGREGATE

Material

308.02 Add the following:

Recycled aggregate base conserved and stockpiled within the Park supplied from previous task orders maybe used in lieu of crushed aggregate as approved by the CO. If recycled aggregate base is utilized, place according to the requirements of this Section and compact according to Subsection 310.07.

Measurement

308.07 Add the following:

Measure previously stockpiled recycled aggregate base used in lieu of crushed aggregate as equivalent crushed aggregate.

**Section 310.— RECYCLED AGGREGATE COURSE
(ADDED SECTION)**

Description

310.01 This work consists of constructing a course of aggregate base using recycled aggregate from the existing pavement structure, existing recycled base stockpiles, and new aggregate and/or recycled aggregate stockpiles.

Material

310.02 Material shall conform to the following Subsections:

Water	725.01
Crushed aggregate (new aggregate)	703.06

Construction Requirements

310.03 General. Pulverize the existing pavement structure to a depth of six inches or to the bottom of the existing pavement, whichever is greater. Coordinate with the CO before adjusting the specified depth. Use equipment that is capable of removing the existing pavement surface and reducing the asphalt material (recycled aggregate) until all particles pass a 1½-inch sieve opening. Remove the pulverized material and conserve for use as recycled aggregate base.

310.04 Mixing and Spreading. Establish profile and cross slope control according to Section 152. Spread the recycled aggregate base uniformly across the existing roadbed and shape to the required line, grade and cross section. During spreading, adjust the moisture content to a level suitable for compaction. Provide supplemental crushed aggregate as necessary to bring the material to the established line and grade,

310.05 Compaction. Compact each layer of recycled aggregate and crushed aggregate with one of the following:

Compact each layer full width. Roll from side to center, parallel to the centerline of the road. Along curbs, headers, guardwalls rock faces, and all places not accessible to the roller, compact the material with approved tampers or compactors.

- (a) Four roller passes of a vibratory roller having a minimum dynamic force of 40,000 pounds impact per vibration and a minimum frequency of 1,000 vibrations per minute;
- (b) Eight roller passes of a 20-ton compression-type roller; or

Special Contract Requirements

Project: MT NPS ERFO 2007(1)-45(3), GTSR MP 33 PERMANENT ERFO REPAIRS

(c) Eight roller passes of a vibratory roller having a minimum dynamic force of 30,000 pounds impact per vibration and a minimum frequency of 1,000 vibrations per minute.

Operate compression-type rollers at speeds less than 6 feet per second and vibratory rollers at speeds less than 3 feet per second.

310.06 Surface Tolerance. Finish the surface to within ± 0.05 feet from staked line and grade elevation.

Test immediately after compaction. Correct defective areas by loosening the material, removing or adding material, reshaping, and compacting.

310.07 Maintenance. Maintain the recycled aggregate course to the correct line, grade, and cross section by blading, watering, rolling or any combination thereof for the duration of this task order. Should irregularities develop in any surface during or after compaction, loosen the surface and correct defects. Re-compact the disturbed area.

310.08 Acceptance. Recycled aggregate base will be evaluated under Subsection 106.02 and 106.04. See Table 310-2 for testing and sampling requirements.

Placement of recycled aggregate base will be evaluated under Subsection 106.02

Measurement

310.09 Measure the items listed in the bid schedule according to Subsection 109.02 and the following.

Measure recycled aggregate base course by the square yard of the existing asphalt pavement.

Measure crushed aggregate (new aggregate) under Section 308.

Payment

310.10 The accepted quantities, measured as provided in Subsection 109.02 and above, will be paid at the contract price per unit of measurement for the Section 310 pay items listed in the bid schedule. Payment will be full compensation for the work prescribed in this Section. See Subsection 109.05.

**Table 310-2
Sampling, and Testing Requirements**

Material or Product	Type of Acceptance (Subsection)	Characteristic	Test Methods Specifications	Sampling Frequency	Point of Sampling	Split Sample	Reporting Time
Recycled aggregate base	Measured and tested for conformance (106.04).	Line, grade and cross section	– – Line and grade: ±0.05' Cross section: ±5% of plan dimension	– – 1 for each 500 yd ² or fraction thereof	– – prepared surfaces	– – –	– – As determined by the CO

Special Contract Requirements

Project: MT NPS ERFO 2007(1)-45(3), GTSR MP 33 PERMANENT ERFO REPAIRS

Section 601.— MINOR CONCRETE STRUCTURES

Construction Requirements

601.07 Acceptance. Amend as follows:

Delete the text of this Subsection and substitute with the following:

Material for minor concrete structures will be evaluated under Subsections 106.02 and 106.03.

Excavation and backfill will be evaluated under Section 209.

Construction of minor concrete structures will be evaluated under Subsections 106.02 and 106.04.

Delete Table 601-2 Sampling and Testing Requirements.

Section 604.— MANHOLES, INLETS, AND CATCH BASIN

Description

604.01 Add the following:

This work also consists of designing, furnishing and installing Type 1 modified inlets as shown on the project plans.

Materials

604.02 Delete the materials list and substitute with the following:

- | | |
|--------------------------|-----------|
| • Concrete | 601 |
| • Frames and grates | 725.12 |
| • Joint Mortar | 712.02 |
| • Precast concrete units | 725.11(a) |
| • Reinforcing Steel | 709.01 |

Construction Requirements

604.03A **Modified Inlet.** (Added Subsection.)

(a) **Design and Dimensions.** Conform to the plan dimensions. Design the inlet to meet AASHTO H20 wheel loading requirements.

(b) **Submittal.** Submit three sets of shop drawings, showing fabrication details and connections to adjacent work for approval by the CO. Allow the CO 14 days for acceptance or rejection. Do not produce until submittal has been approved.

(c) **Production.** Manufacture, workmanship and certified proof-load test shall conform to AASHTO M306-89- Standard Specification for Drainage Structure Castings.

Measurements

604.09 Delete the third paragraph and substitute with the following:

Measure metal frames and grates as part of the drainage structure when a bid item is included for the drainage structure.

Do not measure removal of existing metal frames and grates for payment.

Special Contract Requirements

Project: MT NPS ERFO 2007(1)-45(3), GTSR MP 33 PERMANENT ERFO REPAIRS

**Section 605.— UNDERDRAINS, SHEET DRAINS,
AND PAVEMENT EDGE DRAINS**

Description

605.01 Add the following:

This work also consists of furnishing and installing underdrain systems using pipe, granular backfill, and geotextile in the ditch line.

Measurement

605.08 Add the following:

Do not measure drain systems installed under Section 255 for payment.

Section 609.— CURB AND GUTTER

Description

609.01 Delete the text of this Subsection and substitute with the following:

This work consists of constructing concrete gutter.

Construction Requirements

609.05 Concrete Curb or Curb and Gutter. Delete this Subsection and substitute with the following:

Perform work according to Section 601. Integrally color concrete according to Subsection 601.03. Color concrete to match color of concrete slab located at MP 30.3 as directed by the CO. Cast in-place the gutter, using forms that extend for the full depth of the concrete.

(a) **Contraction Joints.** Construct gutter in sections of uniform 10-foot lengths. Construct contraction joints 1/8-inch wide.

(b) **Expansion Joints.** Form expansion joints where new concrete gutter joins existing gutters or paved ditches, and at intervals of 60 feet, using 3/4-inch expansion joint filler.

Finish the concrete smooth and even. Broom finish parallel to the gutterline according to Subsection 552.14(c)(2). Leave forms in place for 24 hours or until the concrete has set sufficiently so forms can be removed without damaging the gutter.

Section 620.— STONE MASONRY

Delete the text of this Section and substitute with the following:

Description

620.01 This work consists of removing and constructing stone masonry structures as shown in the plans. Work includes, but is not limited to guardwalls.

Masonry class is designated as shown on the plans and as follows:

- (a) **Dimensioned masonry.** Stones are cut in two or more dimensions and laid in a broken-course pattern in mortar.
- (b) **Veneer masonry.** Stones vary in size and shape, and are used for facing concrete and MSE structures. Stones are dressed to meet the size and shape requirements of the site.
- (c) **Ashlar masonry.** Stones are typically full guardwall width and are utilized in guardwall construction.

Finishes for exposed faces are specified on the plan drawings.

Material

620.02 Conform to the following Sections and Subsections:

Concrete	601
Bed Course	704.09
Rock for masonry structures	705.03
Reinforcing steel	709.01
Mortar	712.05(a)
Grout	725.22(f)
Triangle ties	725.30

For stone masonry work on portions of existing guardwalls or retaining walls, use stones of the same color and shape to blend with the adjacent existing stone masonry.

Salvage stone from existing stone masonry structures according to Subsection 620.05.

When the salvaged stone source is exhausted, use stones stockpiled at Logan Pit and at the Glacier Park Ball field, as listed in Subsection 105.02(a). When salvaged stone is combined with stockpile site material on a stone masonry structure, use stones of the same color and shape to create a uniform appearance.

Special Contract Requirements

Project: MT NPS ERFO 2007(1)-45(3), GTSR MP 33 PERMANENT ERFO REPAIRS

Construction Requirements

620.03 General. Construct stone masonry that matches the character of existing historic masonry along the Going-to-the-Sun roadway for that particular item of work. Character includes stone finish, stone size, stone color, masonry pattern, joint size, joint finish, and mortar color and texture.

The CO will identify existing masonry structures to be used as examples in resetting masonry walls and new construction of stone masonry structures.

Excavate and backfill according to Section 209.

620.04 Qualifications. Before beginning work, submit proof to the CO that proposed stonemasons have experience in completing projects of similar character and complexity. Provide the following:

(a) The names and work histories of the stonemasons employed by the Contractor or Subcontractors who will be responsible for the stone masonry work. Provide stonemasons who have successfully completed at least five stone masonry projects. Submit brief descriptions of each project along with photos, owning agency's name, and current telephone number.

(b) Evidence of proper equipment capable of performing the stonemasonry work as required in this contract, including brief descriptions of proposed equipment or devices intended to provide access to the masonry work sites.

When there is a change in personnel, submit qualifications of new personnel beginning work or replacing existing stonemason.

620.05 Conserving Stone. Conform to the following:

(a) **Preparation.** Produce three sets of photographs showing area to be removed, prior to removal. Include a minimum of four photographs per site: Two elevation views and two oblique views showing the entire area to be removed. Photographs are to be in color with a minimum dimension of 3 inch by 5 inch. Label all photographs with the date the photo was taken and the location by station. For ashlar walls that are to be removed, number each individual block on the photograph unless waived by the CO. Submit two sets of photographs, and one digital set on compact disc to the CO. Keep the other set on-site when performing work under 620.06 and 620.07.

(b) Remove from structures. Submit removal methods to the CO for approval before removing masonry structures. Remove stone masonry structures as shown on the plans. Prevent chipping and breaking of stone during removal, transporting and stockpiling. Remove and clean all mortar off each removed stone to be used in reconstructing or constructing guardwalls or retaining walls.

(c) Stockpiling. Organize and stack removed stones on pallets. Do not mix removed stones from different wall sections on the same pallet. Label each pallet with a metal 2" x 3" placard to identify the original location of the removed stones. Stones removed from a wall that are to be reset in the same wall may be stockpiled in a suitable location in the wall area, but are to remain separated from other stone material. Transport unused stone to Logan Pit or the Glacier Park Ball Field.

620.06 Placing Stone. Prepare the foundation bed normal to, or in steps normal to, the face of the masonry. Perform all shaping and dressing of stone before placing. Do not place stone masonry when the ambient temperature of the outside air or material is below 32 °F. Maintain completed masonry at a temperature above 40 °F for 24 hours after construction.

Clean all stones thoroughly and moisten immediately before placing. Clean and moisten the bed. Where foundation masonry is used, clean the bearing surface thoroughly and wet immediately before spreading the mortar bed.

Construct masonry bed and joint widths as directed by the CO to match existing comparable historic stone masonry walls within the Park.

Provide suitable equipment for setting stones. Do not roll or turn stones on the walls. Do not dress or hammer stone after it is placed.

Construct joints in dimensioned masonry vertical. In all other masonry, joints may be at angles with the vertical from 0 to 45 degrees.

Level the cross beds for vertical walls. Beds for battered walls may vary from level to normal to the batter line of the face of the wall.

Do not jar or displace the stones already set. If a stone is loosened after the mortar has taken initial set, remove it, clean off the mortar, and relay the stone with fresh mortar.

Protect stone faces by covering the walls with non-staining waterproof coverings when masonry work is not in progress. Clean the top surface of the stone of all mortar and thoroughly dampen when masonry work resumes. Remove loose mortar and dampen where new mortar joins partially or fully set masonry.

Keep masonry damp and protected from direct sun for at least three days after placing.

Notify the CO for inspection and approval before placing backfill.

Special Contract Requirements

Project: MT NPS ERFO 2007(1)-45(3), GTSR MP 33 PERMANENT ERFO REPAIRS

620.07 Constructing Walls. Construct a 3 square yard sample section of stone masonry veneer for approval by the CO, before continuing with the work. The approved test section may be incorporated into the permanent work.

Construct stone masonry veneer and install triangle ties as shown in the plans, and according to Subsection 620.06.

620.08 Guardwalls. Construct a 10-foot sample section of stone masonry ashlar guardwall. Do not continue stone masonry placement before sample is approved by the CO. The approved sample section may be incorporated into the permanent work.

Construct guardwalls as shown in the plans, and according to Subsections 620.06, 620.09, and this Subsection. Incorporate all stone shapes specified in the plans into the sample section.

620.09 Acceptance. See Table 620-2 for sampling and testing requirements.

Material for mortar will be evaluated under Subsections 106.02 and 106.03. Mortar will be evaluated under Subsections 106.02 and 106.04.

Stone for masonry structures will be evaluated under Subsections 106.02 and 106.04.

Construction or rehabilitation stone masonry structures will be evaluated under Subsections 106.02 and 106.04.

Excavation and backfill will be evaluated under Section 209.

Concrete will be evaluated under Section 601.

Triangle ties will be evaluated under Subsection 106.03.

Measurement

620.10 Measure the Section 620 items listed in the bid schedule according to Subsection 109.02 and the following as applicable.

Do not measure sample wall sections not incorporated in the work.

Measure stone masonry guardwalls by the linear foot along the front face of the wall.

Measure removal of stone masonry guardwalls by the linear foot along the front face of the wall.

Measure stone masonry wall (veneer), placed on MSE walls, by the square yard and as shown on the plans. Do not measure triangle ties for payment under this item.

Payment

620.11 The accepted quantities will be paid at the contract price per unit of measurement for the Section 620 pay items listed in the bid schedule. Payment will be full compensation for all work prescribed in this Section. See Subsection 109.05.

**Table 620-1
Sampling, and Testing Requirements**

Material or Product	Type of Acceptance (Subsection)	Characteristic	Test Methods Specifications	Sampling Frequency	Point of Sampling	Split Sample	Reporting Time
Mortar (712.05)	Measured and tested for conformance (106.04).	Compressive strength	AASHTO T 22 & T 23	1 per installation	Job site	-	-

Section 622.— RENTAL EQUIPMENT

Description

622.01 Delete the text of this Subsection and substitute with the following:

This work consists of furnishing and operating equipment for the construction work as ordered by the CO and listed below. Work under this Section does not include equipment time used to perform work provided for under any other pay item shown in the bid schedule. The work anticipated under this Section includes:

- (a) Rock excavation as described under Sections 204 and 209.
- (b) Performing minor slope shaping.
- (c) Snow removal
- (d) Backfill MSE wall face at MP 33.32

Construction Requirements

622.02 Rental Equipment. Delete the text of the first paragraph and substitute with the following:

Furnish and operate the following equipment:

<u>Number of Units</u>	<u>Type of Equipment</u>
1	Dump Truck, 10 Cubic Yard minimum capacity
1	Hydraulic excavator w/ 1 cuyd minimum capacity
1	Hydraulic excavator with hoe ram attachment
1	Wheel Loader, 3 Cubic Yard Minimum Rated Capacity

Submit the model number and serial number for each piece of equipment before use. Make equipment available for inspection and approval before use.

Special Contract Requirements

Project: MT NPS ERFO 2007(1)-45(3), GTSR MP 33 PERMANENT ERFO REPAIRS

Section 623.— GENERAL LABOR**Description**

623.01 Delete the text of this Subsection and substitute with the following:

This work consists of furnishing workers and hand tools for the work listed in Subsection 622.01. This work also consists of furnishing special laborers and equipment for the following:

- Performing drilling and blasting services according to Section 205.

Measurement

623.04 Add the following:

Measure special labor (blaster) by the hour.

Section 633.— PERMANENT TRAFFIC CONTROL

Description

633.01 Add the following:

This work also includes furnishing and installing snow pole holders.

Materials

633.02 Add the following to the materials list:

Snowpole holders 717.06

Construction Requirements

633.06A Snowpole Holder. (Added Subsection.)

Construct and place snowpole holders as shown in the plans or at locations determined by the CO. Provide two caps for each snowpole holder.

633.08 Acceptance. Add the following:

Snowpole holders will be evaluated under Subsections 106.02 and 106.03.

Measurement

633.09 Add the following:

(d) Do not measure steel sleeves, sleeve caps, concrete, and bed course for snowpole holders.

Section 635.— TEMPORARY TRAFFIC CONTROL

635.01 Add the following:

This work also includes providing the services of a Traffic and Safety Supervisor furnishing, installing, operating, maintaining, and relocating and resetting ITS equipment, including portable changeable message signs and portable traffic signal systems.

This work also includes moving concrete barriers as directed by the CO.

635.08A Traffic and Safety Supervisor. (Added Subsection.)

Perform services described in Subsection 156.08. Provide all vehicles and incidentals necessary to perform the work.

635.26 Amend as follows:

Delete the sixth paragraph and substitute with the following:

Measure flaggers, for each hour a person is actually flagging. Round portions of an hour up to the half hour. Measure time in excess of 40 hours per week at the same rate as the first 40 hours.

Do not measure flaggers when this item is required due to failure of traffic control items within the Contractor's control.

Add the following:

Measure all work related to the portable changeable message signs and portable traffic signals in accordance with the temporary traffic control task order.

Do not measure flagging performed by the Traffic and Safety Supervisor.

Measure Traffic and Safety Supervisor by the day (24-hour day beginning and ending at midnight) for the work described in Subsection 156.08.

A day will be measured when:

- Construction operations require a Traffic Supervisor during the normal working days;
- The Traffic Control Supervisor makes normal checks during nonwork hours; or
- The Traffic Control Supervisor is called out during nonwork hours.

Special Contract Requirements

Project: MT NPS ERFO 2007(1)-45(3), GTSR MP 33 PERMANENT ERFO REPAIRS

635.11 Temporary Barriers. Add the following:

Relocation of existing temporary concrete barriers will be at no cost to the government if removal and/or replacement of the temporary concrete barriers are a result of the Contractor's scheduling/sequencing. Contractor is required to move existing temporary concrete barriers within the project limits and stored at the Sun Point staging area as directed by the CO.

Payment

635.27 Add the following:

The accepted quantities will be paid at the contract price per unit of measurement for the following Section 635 pay items in the Traffic Control task order bid schedule:

- 63509-1000 Flagger Fix hour rate

No additional quantities for Traffic and Safety Supervisor (TSS) will be provided under this task order as the contract duration overlaps current IDIQ task order durations with adequate TSS quantity.

**Section 646.— ROADSIDE DEVELOPMENT
(ADDED SECTION)**

Description

646.01 This work consists of furnishing, installing, and maintaining portable toilets.

Construction Requirements

646.02 Portable Toilets. Provide portable toilets for the public at Siyeh bend. Coordinate with the CO to determine the exact location of each toilet.

Provide one standard portable toilet and one ADA compliant portable toilet at Siyeh bend. Furnish weatherproof structures that are in good condition and comply with the following:

- (a) A secure locking system for the door
- (b) Adequate natural lighting
- (c) Adequate ventilation
- (d) Non-skid floors
- (e) Ground anchoring to prevent tip-over
- (f) In addition to the toilet, provide a standup urinal

646.03 Portable Toilets Maintenance. Provide waste disposal and sanitize the portable toilets at least once a week and as ordered by the CO. Transport vehicles must be certified for carrying the waste and meet the requirements of Subsection 104.05.

Record, in a log book, the date, time, and amount of disposal. Provide copies to the CO.

646.04 Acceptance. Installation and maintenance of portable toilets will be evaluated under Subsection 106.02.

Measurement

646.05 Measure the Section 646 items listed in the bid schedule according to Subsection 109.02 and the following as applicable.

Measure portable toilets by the each when delivered to the site each season, and when relocated to a new site within the project.

Special Contract Requirements

Project: MT NPS ERFO 2007(1)-45(3), GTSR MP 33 PERMANENT ERFO REPAIRS

Measure toilet maintenance by the each for each time waste disposal and sanitation is performed as ordered by the CO. The combined action of waste disposal and sanitation for each facility is considered a single pay unit for the item.

Do not measure removal of portable toilets.

Payment

646.06 The accepted quantities, measured as provided in Subsection 109.02 and above, will be paid at the contract price per unit of measurement for the Section 646 pay items listed in the bid schedule. Payment will be full compensation for the work prescribed in this Section. See Subsection 109.05.

Section 703.— AGGREGATE

703.02 Coarse Aggregate for Concrete. Delete the text of this Subsection and substitute with the following:

Conform to AASHTO M 80, class A including the reactive aggregate supplementary requirement, except as amended or supplemented by the following:

- | | |
|---------------------------------------|---|
| (a) Los Angeles abrasion, AASHTO T 96 | 40% max. |
| (b) Adherent coating, ASTM D 5711 | 1.0% max. |
| (c) Grading, AASHTO M 43 | All sizes except numbers 8,
89, 9, or 10 |

For bridge decks or surface courses, do not use aggregates known to polish or carbonate aggregates containing less than 25 percent by mass of insoluble residue as determined by ASTM D 3042.

For lightweight coarse aggregate, conform to AASHTO M 195.

703.03 Granular backfill. Delete paragraph (a) and substitute with the following:

- (a) **Underdrain pipe with geotextile.** Furnish granular backfill conforming to AASHTO M 80, class E and AASHTO M 43, size number 7 or 67.

Section 704.— SOIL

704.02 Bedding Material. Delete the text of this Subsection and substitute with the following:

Furnish a well graded, free draining material free of excess moisture, muck, frozen lumps, roots, sod, or other deleterious material conforming to the following:

- | | |
|--|--|
| (a) Maximum particle size | 1/2 inch or half the corrugation depth, whichever is smaller |
| (b) Material passing No. 200 sieve, AASHTO T 27 and T 11 | 10% max. |

704.07 Select Borrow. Delete the text of this Subsection and substitute with the following:

Furnish granular material, well graded from coarse to fine, free of excess moisture, muck, frozen lumps, roots, sod, or other deleterious material conforming to the following:

- | | |
|-------------------------------|-------------|
| (a) Gradation | Table 704-1 |
| (b) Liquid limit, AASHTO T 89 | 30 max. |

**Table 704-1
Select Borrow Gradation**

Sieve Size	Percent by Mass Passing Designated Sieve (AASHTO T 27 & T 11)
3 inch	100
1 inch	70-100
No. 4	30-70
No. 200	0-5

704.10 Select Granular Backfill. Delete text of this Subsection and substitute with the following:

Furnish sound, durable, granular material free from organic matter or other deleterious material. Conform to the following:

(a) Quality requirements.

(1) Gradation Table 704-4

(2) Angle of internal friction 34° min.
on the portion passing the No. 10 sieve, AASHTO T 236**Note:** Compact samples for AASHTO T 236 to 95 percent of the maximum density determined according to AASHTO T 99, method C or D and corrected for oversized material according to AASHTO T 99, Note 9.

(3) One or more fractured face, ASTM D 5821 50% min.

(4) Sodium sulfate soundness loss (5 cycles), 15% max.
AASHTO T 104

(5) Plasticity index, AASHTO T 90 6 max.

(b) Electrochemical requirements for MSE walls.

(1) Resistivity, AASHTO T 288 3000 Ωcm min.

(2) PH, AASHTO T 289 5.0 to 10.0

(3) Sulfate content, AASHTO T 290 200 ppm max.

(4) Chloride content, AASHTO T 291 100 ppm max.

Note: Tests for sulfate and chloride content are not required when resistivity is greater than 5000 ohm centimeters.**Table 704-4
Select Granular Backfill Gradation**

Sieve Size	Percent by Mass Passing Designated Sieve (AASHTO T 27 & T 11)
4 inch	100
1 inch	40 - 60
No. 40	20 - 40
No. 200	0 - 10

Section 705.— ROCK

705.01 Gabion and Revet Mattress Rock. Delete text of Subsection and substitute with the following:

Furnish hard, durable rock that is resistant to weathering and reasonably free of organic and spoil material. Conform to the following:

- | | |
|---|--------------------------------|
| (a) Coarse durability index, AASHTO T 210 | 52 min. |
| (b) Unit mass in place | 100 pounds per cubic foot min. |
| (c) Gradation: Maximum dimension | 8 inches |
| Minimum dimension | 4 inches |

705.02 Riprap Rock. Amend as follows:

Add the following:

Match riprap to the color and characteristics of the material excavated from the surrounding area.

Do not haul or place riprap until color and material characteristics are approved by the CO.

Add the following to (d):

See Table 705-1A for gradation of Class 7 riprap.

Table 705-1A
Class 7 Riprap Gradation

Approximate Size (1) (inches)	Percentage of Rock by Mass Material	Mass (pounds)
32 – 37	20	2650 – 4100
27 – 32	20	1590 – 2650
22 – 27	20	860 – 1590
16 – 22	20	330 – 860
13 – 16	20	180 – 330

(1) Maximum dimension of any single stone is not to exceed three times its minimum dimension.

705.03 Rock for Masonry Structures. Add the following:

Furnish stone conforming to the size and shape specified in the plans. Provide stone according to Section 620 and Section 105.

Special Contract Requirements

Project: MT NPS ERFO 2007(1)-45(3), GTSR MP 33 Permanent ERFO Repairs

705.07 Boulders. (Added Subsection.)

Furnish hard and durable boulders matching the character and color of other native rock within the project area. Furnish boulders with a minimum size of 1.0 cubic yard with breadth nor thickness less than $2/3$ its length.

Boulders will be angular, with the top surface of the boulder having a minimum of 75% of flat surface and a maximum 5° offset to the horizontal plane when set in its final position.

705.08 Stone for Rockery Walls. (Added Subsection.)

Furnish hard, durable, angular stones free of organic and spoil material. Furnish stones with breadth and thickness at least one-half its length. Furnish stones graded in a well-balanced range conforming to the sizes shown on the plans.

Section 706.— CONCRETE AND PLASTIC PIPE

706.08 Plastic pipe. Delete the text of paragraph (d) and substitute with the following:

(d) Corrugated polyethylene drainage tubing. Furnish 3 to 10-inch diameter tubing conforming to AASHTO M 252, Type C or CP.

Section 709.—REINFORCING STEEL AND WIRE ROPE

709.01 Reinforcing Steel. Amend as follows:

(a) Reinforcing bars. Delete the text of this paragraph and substitute with the following:

Furnish deformed, grade 420 bars conforming to AASHTO M 31M or M 332M.

(b) Tie bars. Delete the text of this paragraph and substitute with the following:

Furnish deformed, grade 60 bars conforming to AASHTO M 31.

Section 712.— JOINT MATERIAL

712.05 Mortar for Masonry Beds and Joints. Delete the text of this Subsection and substitute with the following:

Furnish and proportion masonry mortar according to ASTM C 270 proportion specifications. Mortar may be pre-blended or mixed on site. Use only masonry cement mortar type M or S. Incorporate in the mortar mix a water repellent admixture. Provide sufficient dosage to ensure a reduction of 25% of water absorption in hardened mortar as indicated in ASTM C 642.

For each retaining wall or guardwall segment, prepare five 3-inch by 3-inch by 1/2-inch thick test bricks displaying variations in color closely resembling the specific color sample as approved by the CO. Texture bricks according to the sample for finish identified by the CO. Color will be approved by the CO. Accepted color and finish will be used only for masonry work in the wall or guardwall for which the samples were prepared.

Section 718.— TRAFFIC SIGNING AND MARKING MATERIAL

718.01 Retroreflective Sheeting. Delete the text of this Subsection and substitute with the following:

Conform to ASTM D 4956-04.

Conform to ASTM D 4956-04 Supplemental Requirement S1, Fungus Resistance, if specified. For reboundable retroreflective sheeting, conform to ASTM D 4956-04 including Supplemental Requirement S2, Reboundable Sheeting Requirements.

When an adhesive is used, use ASTM D 4956-04, backing class 1, 2, or 3.

718.14 Waterborne Traffic Paint. (g) Daylight reflectance. (Without glass beads) Delete the text of this Subsection and substitute with the following:

- | | |
|-------------------------|---|
| (1) White, ASTM E 1347 | 84% relative to magnesium
oxide standard |
| (2) Yellow, ASTM E 1347 | 55% relative to magnesium
oxide standard |

Section 720.— STRUCTURAL WALL AND STABILIZED EMBANKMENT MATERIAL

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

(k) Welded wire form. Use a W4.0 x W4.0, 4 inch galvanized welded wire fabric conforming to AASHTO M 55. Make a weld at each connection that has minimum shear strength of 600 psi.

(l) Support struts. Fabricate the support struts from cold drawn steel wire conforming to AASHTO M 32. Galvanize the struts according to AASHTO M 232.

720.04 Geogrid. (Added Subsection.)

Manufacture the geogrid as a regular network of integrally-connected longitudinal and transverse polymer tensile elements with a geometry that permits significant mechanical interlock with the backfill. The geogrid structure shall remain dimensionally stable under construction stresses and have a high resistance to damage during construction, to ultraviolet degradation, and to all forms of chemical and biological degradation encountered in the soil being reinforced.

(a) Physical Requirements. At MSE locations, provide a geogrid with a minimum tensile strength, T_a , of 2,500 lb/ft. At deep patch locations, provide a geogrid with a minimum tensile strength, T_a , of 500 lb/ft.

Where:

$$T_a = \frac{T_{ult}}{RF \times 1.5}$$

And: $RF = FS_{ID} \times FS_{CR} \times FS_D$

Determine T_{ult} (Ultimate Tensile Strength) according to ASTM D 4595 (or Geosynthetic Research Institute tests GR1 and GR2) and ASTM D 4759. Determine FS_{ID} , FS_{CR} , and FS_D according to the following:

FS_{ID} Determine the Partial Factor of Safety for Installation Damage from the results of full scale construction damage tests conducted according to ASTM D 5818. Conduct the tests using project-specific backfill and construction placement techniques; or as an alternate, conduct the tests with a proxy soil with a D_{50} of 1.2 inch. Use a default value of 2.05 if no installation damage testing has been conducted. The minimum value for FS_{ID} is 1.3.

FS_{CR} Determine the Partial Factor of Safety for Creep Deformation according to ASTM D 5262. Collect test data for a minimum duration of 10,000 hours for both standard and elevated temperatures. Extrapolate the test results to a 75-year design life as provided in Appendix B of FHWA Publication No. FHWA-NHI-00-043, *Mechanically Stabilized Earth Walls and Reinforced Soil Slopes – Design and Construction Guidelines*. If testing has not been conducted, default values for FS_{CR} are:

<u>Polymer Type</u>	<u>FS_{CR}</u>
Polyester	2.5
Polypropylene	5.0
Polyethylene	5.0

FS_D The Durability Reduction Factor is dependent on the susceptibility of the geogrid to attack from chemicals, thermal oxidation, hydrolysis, stress cracking, and microorganisms. Manufacturer recommended reduction factors may be used for FS_D. When this factor is not obtained, the minimum reduction factor for the combined effects of chemical and biological degradation is:

<u>Polymer Type</u>	<u>FS_D</u>
Polyester	2.0
Polypropylene	1.1
Polyethylene	1.1

Identify, store, and handle geogrid according to ASTM D 4873. Limit geogrid exposure to ultraviolet radiation to less than 10 days.

(b) Evaluation procedures. Geogrid will be evaluated under Subsection 106.03. Furnish a production certification that the geogrid supplied meets the respective index criteria set forth in these specifications. State on the certification the name of the manufacturer, product name, style number, chemical composition of the filaments, ribs, or yarns, and other information to fully describe the geogrid. In case of dispute over the validity of values, the CO can require the contractor to supply test data from an agency-approved laboratory to support the certified values submitted.

When samples are required, remove a 3.3-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.

(c) Permanent fasteners.

(1) Lacing wire. Furnish nominal-sized 0.118-inch diameter wire of the same type, strength, and coating as the basket mesh.

(2) Compression binders. Furnish nominal-sized 0.236-inch diameter wire formed into a flattened oval shape. Form the open end of the binder by bending the ends of the wire such that wire fastened with the binder bears against two pieces of binder wire. Hot dip galvanize the binder after fabrication.

(3) Alternate fasteners. Furnish fasteners according to the mesh manufacturer's specification that remain closed when subjected to a 855-pound tensile force while confining the maximum number of wires to be confined in the facing mesh. Submit installation procedures and fastener test results.

Section 725.— MISCELLANEOUS MATERIAL

725.22 Grout. Amend as follows:

Add the following to paragraph (a):

Furnish hydraulic cement grout having a 28-day compressive strength of 4000 psi minimum.

Submit a mix design for approval by the CO. The mix design shall include a list of all materials in the mix, their percentage of the total mix (by weight of dry material), and the amount of water (by volume). Do not place hydraulic cement grout until a mix design is approved by the CO.

Submit an independent laboratory test result for the 28-day compressive strength, in addition to the independent laboratory test results for the 1-day, 3-day, and 7-day strengths.

Add the following paragraph (g):

(g) Cement grout. Furnish grout consisting of a mixture of hydraulic cement, soil, water, and admixtures if approved by the CO. Conform to the following:

(1) Portland cement. Conform to AASHTO M85, type II.

(2) Fine granular material. Furnish sound durable, granular material free from organic material or other deleterious material. Conform to the following:

(a) Gradation	Table 725-1
(b) Liquid limit, AASHTO T 89	25 max.
(c) Plasticity index	10 max.

**Table 725-1
Soil Gradation**

Sieve Size	Percent by Mass Passing Designated Sieve (AASHTO T 27 & T 11)
No. 4	100
No. 200	10-30

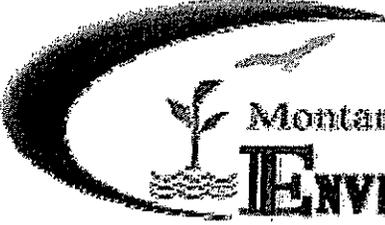
(3) **Water.** Conform to Subsection 725.01(a).

725.30 Triangle Wire Ties. (Added Subsection.)

Furnish 1/4-inch diameter hot dip galvanized triangle wire ties conforming to ASTM A 153, Class B-2 (1.50 oz/ft²). Fabricate triangle ties to the dimensions shown on the plans.

STORM WATER POLLUTION PREVENTION PLAN

(This page intentionally left blank.)

 <p style="text-align: center;">Montana Department of ENVIRONMENTAL QUALITY</p> <p style="text-align: center;">WATER PROTECTION BUREAU</p>		Agency Use
		Permit No.:
		Date Rec'd Amount Rec'd Check No. Rec'd By
FORM SWPPP	Storm Water Pollution Prevention Plan (SWPPP) Form Storm Water Discharge Associated With Construction Activity MTR100000	
<p><u>READ THIS BEFORE COMPLETING FORM:</u> Before completing this form all parties need to read the General Permit, particularly Part IV on SWPPPs. This SWPPP Form is intended to assist operators in developing a SWPPP which complies with Part IV of the General Permit. The term "Storm Water Pollution Prevention Plan" is defined in the Administrative Rules of Montana 17.30.1002(31). The SWPPP is a document which is developed to direct and assist permittees in identifying sources of potential pollutants at the construction activity site, and Best Management Practices (BMPs) to be used to help ensure such pollutants do not impact receiving surface waters through storm water runoff. It is the permittee's responsibility to ensure all required items in the General Permit are adequately addressed, and that the SWPPP is developed, implemented, and maintained. Additional narrative information may need to supplement this SWPPP Form in order to meet these requirements. A copy of the SWPPP must be maintained at the construction activity site as required in Part III.C. of the General Permit. Sections B, C, and D on this SWPPP Form must state information exactly the same as that indicated on the NOI Form. Attach additional pages as necessary with the item number on this form indicated. For coverage under the General Permit to be valid upon the submittal of a NOI package, the NOI package must include a complete NOI Form, SWPPP, and fee. Do not submit these items separately. The 2007 General Permit, 2002 Fee Schedule, and related forms are available from the Storm Water Program at (406) 444-3080 or http://www.deq.state.mt.us/wqinfo/MPDES/StormwaterConstruction.asp.</p>		
<p>Section A - SWPPP Status (Check one):</p> <p><input checked="" type="checkbox"/> New No prior SWPPP submitted for this site.</p> <p><input type="checkbox"/> Modification Permit Number: MTR10 ____ _ (Please specify these four numbers)</p>		
<p>Section B - Facility or Site Information:</p> <p>Site Name <u>GTSR MP 33 ERFO Repairs</u></p> <p>Site Location <u>Project is located on the Going to the Sun Road just west of Siyeh Bend in Glacier National Park.</u></p> <p>Nearest City or Town <u>St. Mary, MT</u> County <u>Glacier</u></p>		
<p>Section C - Applicant (Owner/Operator) Information:</p> <p>Owner or Operator Name <u>Western Federal Lands Highway Division, FHWA</u></p> <p>Mailing Address <u>610 East Fifth St.</u></p> <p>City, State, and Zip Code <u>Vancouver, WA 98661</u></p> <p>Phone Number <u>(360) 619-7700</u></p>		

Section D - General SWPPP Requirements:**1. Brief Description of Purpose and Nature of Construction Activity:**

Sections of the Going to the Sun Road near milepost 33 were damaged by a severe storm event in November 2006. This project will repair those damages through the construction of mechanically stabilized earthen (MSE) walls to stabilize and rebuild the road, and it will improve the drainage system to help the road withstand future storm events.

2. Proposed Implementation Schedule for Major Activities. In addition to major activities, include the estimated dates for the start and completion of the construction project, as well as the estimated date final stabilization will be completed. :

1. grading
2. drainage
3. surfacing
4. signing and striping

Erosion control measures will be incorporated into the project as needed during construction.

Project start date: 04-01-2008

Completion date: 9-1-2008

Estimated final stabilization date: 9-30-2012

3. Estimate of Total Area of the Site (and all other sites if a phased development project):

Estimated total area of the project is 2.4 acres.

4. Estimate of Total Area of the Site Expected to Undergo Disturbance Related to Construction Activity:

Estimated total disturbance is 2.4 acres.

5. Check to confirm a site map has been developed and included with this SWPPP which indicates all required information stated in Part IV.G.1.c. of the General Permit: Yes**6. Are sand & gravel excavation, other borrow areas, and/or crushing operations associated with project? Yes No (Borrow material will be obtained from a commercial source outside the NPS boundary. The Contractor will locate this commercial source.)**

Are temporary asphalt batch plant operations associated with this project?

Yes No (The Contractor would have to locate a staging area or commercial source to set up their batch plant outside of the NPS boundary.)

If yes, be sure to include the requested information about these areas on the site map, or a similar separate map, as stated in Part IV.G.1.c. of the General Permit.

7. Describe the character and erodibility of soil and other earth material to be disturbed at the project site, including cut/fill material to be used:

The soils in the project area can be described as having bedrock outcrops, steep rock cuts, and colluvial soil slopes. The slopes are moderately steep to steep and can be described as being moderately erosive. Waste material will be hauled outside the Park and any material imported into the Park will be suitable for embankment construction.

8. Estimate of Runoff Coefficient and Increase In Impervious Area (refer to Part IV.G.1.e. of the General Permit - only applies if total construction-related disturbance is 5 acres or more):

Not Applicable.

9. Indicate Names of Receiving Waters and Describe the Size, Type, and Location of each Point Source Discharge or Outfall (refer to Part IV.G.1.f. of General Permit):

The construction site is on very steep terrain and runoff from the construction site eventually enters into Reynolds Creek anywhere from 0.37 mile to 0.75 mile downslope. In general the area does not have well defined drainages and many of the culverts are outlet onto the rocky slope.

However, there are two drainages that are established. There is one unnamed perennial drainage that conveys rainfall and snow melt downslope to the road, runs parallel to and on the north side of the road, is conveyed under the road through a metal culvert, and then is outlet on the downslope side of the road at approximately Latitude 48° 41' 48" N and Longitude 113° 41' 32" W. Also, there is one ephemeral drainage located at Latitude 48° 41' 47" N and Longitude 113° 41' 27" W.

10. Describe Storm Water Discharges From Support Activities (refer to Part IV.G.1.g. of General Permit):

Due to the high elevation and steep terrain, the project area naturally has very little vegetation. Additionally, much of the slope, along with the already sparse vegetation, was washed away during the storm event, leaving large areas of exposed un-vegetated ground surface. Until drainage is improved, the road is stabilized with the MSE walls, and vegetation is reestablished, these areas will be susceptible to erosion from stormwater runoff.

To minimize the possibilities of potential spills, hazardous material containment procedures approved by the Project Engineer will be placed prior to the beginning of the operation. The Contractor will be required to develop a Spill Prevention, Containment, and Countermeasure (SPCC) Plan or Hazardous Spill Plan to prevent pollution related to Contractor operations and to satisfy all pertinent requirements of Federal, state, and local laws and regulations. This plan will specify that no toxicant (including petroleum products) will be stored within 30 meters (100 feet) of the top of bank of any stream. Areas for fuel storage, and for refueling and servicing of construction equipment and vehicles, will be located at least 30 meters (100 feet) from water bodies.

The construction site will be inspected at least once every 7 calendar days, or within 24 hours of any storm event during which more than 12mm of rain falls. If the area has been temporarily stabilized, inspections must be conducted at least once a month. Implementation of corrective measures and changes to the plans will occur within 72 hours of inspection.

Section E - SWPPP BEST MANAGEMENT PRACTICES (BMPs) AND STORM WATER MANAGEMENT CONTROLS

1. Describe Applicable Local Erosion and Sediment Control Requirements:

2. Describe in detail, temporary BMPs and storm water management controls which will be used for erosion and/or sediment control during construction-related earthwork activities. Indicate the location of these measures on the site map required above, or a similar separate map, as much as practicable. Include a schedule for implementation for each of these measures. Attached details and specifications may be used to supplement this description. Refer to Parts IV.G.2.a, b, c. of the General Permit. Examples of temporary measures could include but are not limited to: slope roughening; vegetative buffer strips; sediment control (silt) fences; straw bale dikes; erosion control blankets/mats; temporary drain diversions; minimizing clearing; temporary sediment basins/traps; mulching; temporary seeding; brush barriers; up-slope runoff diversions/controls; inlet/outlet protection; disturbance area runoff diversions/controls; waterway protection; and, ditch runoff flow dispersers (e.g. level spreaders)/flow inhibitors.

TEMPORARY STABILIZATION PRACTICES (see plan sheets E.1-E.10):

- Minimizing clearing – there will be no clearing associated with the project due mainly to the fact that most of the vegetation was removed by the storm event.
- Installation of temporary soil nail walls with geotextile fabric to stabilize the slope until the permanent MSE walls can be constructed.

3. Describe in detail, permanent and structural BMPs and storm water management controls which will be used for erosion and/or sediment control during and after construction-related earthwork activities. These would include measures to achieve final stabilization (as defined in Part VI.8. of the General Permit). Indicate the location of these measures on the site map required above, or a similar separate map, as much as practicable. Attached details and specifications may be used to supplement this description. Refer to Parts G.2.a., b. of the General Permit. Examples of permanent measures could include but are not limited to: permanent seeding; check dams; retaining walls; drain inlet protection; rock outlet protection; drainage swales; sediment basin & traps; earth dikes; manmade erosion control structures; grassed waterways; sod stabilization; infiltration trenches or basins; subsurface drains; level spreader; terraced slopes; tree or shrub planting; pipe slope drains; vegetative buffer strips; detention ponds; and, containment ponds.

PERMANENT STABILIZATION PRACTICES (see plan sheets E.1-E.5):

- Riprap energy dissipater will be placed at the outlet side of the culverts to minimize erosion.
- A riprap spillway will be constructed at approximately Station 1770+00 to 1770+85 to minimize erosion.
- Placement of geotextile fabric beneath riprap.
- Improvements to the drainage system to handle larger volumes of stormwater will control erosion and reduce the likelihood of losing of slope material during future storm events.
- Installation of retaining walls to stabilize slopes.
- Application of native seed (by Glacier National Park as consistent with the *Park Revegetation Plan*)
- Application of weed-free mulch as needed (by Glacier National Park as consistent with the *Park Revegetation Plan*)
- Application of tackifier as needed for stabilization of seed and mulch (by Glacier National Park as consistent with the *Park Revegetation Plan*)

4. Describe what products or wastes may be stored or utilized at the construction activity site, indicate on the site map as required above, and indicate what BMPs will be used to minimize potential pollutants from these materials coming into contact with storm water runoff. Examples of products or wastes could include but is not limited to: fuels; tar or asphalt; cement or mortar; concrete truck wastewater; solvents; detergents; steel; roofing materials; fertilizers; paints; pesticides; other petroleum-based materials; other hazardous materials (including wastes); and, solid wastes.

Petroleum-based products (diesel, gasoline, asphalt cement and emulsified asphalt)	
Pavement millings	Paints
Concrete	Fuel
Signs	Traffic control devices (cones, etc.)
Aggregate	Metal culvert pipes

Petroleum: Stationary diesel and gasoline tanks will have containment berms lined with an impervious membrane.

Hazardous Materials: Labeled and stored in proper containers at least 30 meters (100 feet) from surface water streams.

SPPC Plan: Required prior to starting construction, stating what actions will be taken in case of a spill. This plan will also incorporate preventative measures to be implemented.

5. Describe any other good-housekeeping measures to be used to help minimize non-sediment pollutant contact with storm water runoff.

A Hazardous Spill Plan will be required prior to starting construction, stating what actions will be taken in case of a spill. This plan will also incorporate preventive measures to be implemented. Refueling and servicing equipment will not occur within 30 meters of a water body.

6. Describe any measures that will be used to prevent vehicle tracking of sediment from the construction site onto roads (examples include a graveled access entrance and exit drives and parking areas, and a tire wash pad at exit drive):

7. When trucking saturated soils from the site, either tight leak-proof trucks must be used or loads must be required to drain until drippage has been reduced to less than 1 gallon per hour before leaving the site. Will saturated soils be trucked from the site? Yes No

8. Describe man-made and natural measures to control pollutants in storm water discharges after construction operations have been completed. Refer to Part IV.K. of the General Permit. Examples include: vegetative waterways and natural landscape; infiltration trenches or basins; storm water detention structures; wet ponds or man-made wetlands; and, storm water containment structures.

Energy dissipaters
 Drainage improvements
 Installation of underdrain system
 Slope stabilization (MSE/retaining walls)
 Revegetation

9. BMPs must minimize or prevent "significant sediment" (as defined in Part V.T.13. of this General Permit) from leaving the construction site. If "significant sediment" (as defined in Part VI of this General Permit) results from the failure of erosion or sediment control measures, the material should be cleaned up and placed back on site, disposed of in an acceptable manner which minimizes any impact to state surface water. The sediment must not be washed into the storm sewer(s), drainageway(s), or receiving state surface waters. The permittee must document the clean-up action in accordance with the inspection and monitoring requirements of Part III.C of this permit. This requirement does not waive any obligations for the permittee to obtain other permits or permissions to clean up the "significant sediment."

Section F - Inspection and Maintenance

Describe inspection procedures and BMP maintenance procedures to ensure compliance with Part III.A. of the General Permit. As a part of this, describe measures to identify and address non-storm water discharges should they occur.

Inspections: Drainage structures and locations where vehicles enter or exit the site will be inspected at least once every 7 calendar days, or within 24 hours of any storm event during which more than 12 mm of rain falls. If the area has been temporarily stabilized, inspections must be conducted at least once a month.

Inspections will be conducted jointly, and reports of the findings will be kept by the FHWA and the Contractor. Inspection reports will include a summary of the findings during the inspection, names and qualifications of personnel making the inspection, the date of the inspection, observations made and a list of corrective actions necessary. These reports will be signed by both the inspector and the Contractor's representative. Implementation of corrective measures and changes to the plans will occur within 72 hours of the inspection.

Section G - CERTIFICATION

Permittee Information:

This SWPPP must be completed, signed, and certified as follows:

- For a corporation, by a principal officer of at least the level of vice president;
- For a partnership or sole proprietorship, by a general partner or the proprietor, respectively; or
- For a municipality, state, federal, or other public facility, by either a principal executive officer or ranking elected official.

Alternatively, this SWPPP may be signed by a duly authorized representative of the person above. A person is a duly authorized representative only if:

- The authorization is made in writing by a person described above;
- The authorization specifies either an individual or a position having responsibility for the overall operation of the regulated facility or activity such as the position of plant manager, operator of a well or a well field, superintendent, position of equivalent responsibility, or an individual or position having overall responsibility for environmental matters for the company (a duly authorized representative may thus be either a named individual or any individual occupying a named position);
- The written authorization is submitted to the department.

All Permittees Must Complete the Following Certification:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information; including the possibility of fine and imprisonment for knowing violations. [75-5-633, MCA]

A. Name (Type or Print)

Terri L. Thomas

B. Title (Type or Print)
Environmental Manager

C. Phone No.

360-619-7967

D. Signature

E. Date Signed

1/31/08

FIRE PREVENTION AND SUPPRESSION PLAN

(This page intentionally left blank.)

FIRE PROTECTION AND SUPPRESSION

The following requirements pertain to normal level non-heightened fire restriction periods. More restrictive requirements will be required in the event of more active fire seasons.

1. Fire Control

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

2. Fire Precautions

Specific fire precautionary measures are as follows:

a. Smoking and Open Fires

Smoking shall be permitted only at the option of the Contractor. The Contractor shall not allow open fires on the project area, open fires are not allowed within Glacier National Park.

Unless restricted by State Law or Federal Regulation, smoking shall be permitted only in such portions of the project area that are free of flammable material. Smokers are required to discard extinguished cigars and cigarette butts in an appropriate non-flammable container. Under no circumstances shall butts be discarded on the road or roadside.

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

All power-driven equipment operated by the Contractor on National Park land, except portable fire pumps, shall be equipped with one fire extinguisher having a UL rating of at least 5 B, C, and one "D" handled or long handled round pointed shovel, size "O" or larger. In addition, each motor patrol, truck and passenger-carrying vehicle shall be equipped with a double-bit axe or Pulaski, 3½ pounds or larger.

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

c. Power Saws

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

d. Grinding, Oxyacetylene cutting and welding

One 5 gallon bladder bag is required at each job site location where these activities are being conducted.

e. Extinguishers

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

f. Spark Arresters and Mufflers

Each internal combustion engine shall be equipped with a spark arrester meeting appropriate Society of Automotive Engineers (SAE) recommend Practice J335(b) and J350(a) as now or hereafter amended unless it is:

- (1) Equipped with a turbine-driven exhaust supercharger such as the turbo charger. There shall be no exhaust bypass.
- (2) A passenger carrying vehicle or light truck, or medium truck up to 40,000 GW, used on roads and equipped with a factory designed muffler complete with baffles and with an exhaust system in good working condition.
- (3) A heavy duty truck, such as a dump or log truck, or other vehicle used for commercial hauling, used only on roads and equipped with a factory designed muffler and with a vertical stack exhaust system extending above the cab.

g. Tank Truck

The Contractor shall provide a tank truck or trailer, containing not less than 300 gallons of water, during yarding, loading, land clearing, right of way clearing and mechanical treatment of slash. A tank truck or trailer will not be required if power saw felling and bucking is the only operation. Such tank truck or trailer shall be maintained in a serviceable condition and located within 10 minutes, round trip, from each project area during fire period and closed season.

The tank truck or trailer shall be equipped with a pump capable of discharging 20 gallons of water per minute, using a ¼-inch nozzle tip, through a 50 foot length of rubber lined hose. In addition, 500 feet of serviceable fabric jacket rubber lined hose of not less than 1 inch outside diameter, fitted with a nozzle capable of discharging a straight stream of ¼-inch diameter and a spray pattern, shall be immediately available for use. The tank, pump and at least 250 feet of hose and nozzle shall be connected and ready for use at all times.

If a trailer is used, it shall be equipped with a hitch to facilitate prompt movement. A serviceable tow vehicle shall be immediately available for attachment to the trailer and must meet the time requirements stated above. Such truck or trailer shall be equipped to operate for a minimum of 8 hours. Tank truck or trailer shall be available from the start of work to the end of the Fire Watch/Fire Security service.

h. Communications

The Contractor shall provide adequate 2-way communication facilities to report a fire to the National Park Service within 15 minutes of detection. Report fires to the Communications Center at West Glacier Headquarters Office at 406-888-7801. FCC Regulations prohibit commercial use of Citizen Band (CB) radios (CBs are not considered adequate 2-way communications).

Communications shall be operable during all periods of contract operation.

3. Fire Tools

The Contractor shall furnish serviceable fire fighting tools at each job site location where activities are being conducted in a readily accessible fire tool box or compartment of sound construction with a hinged lid and hasp so arranged that the box can be secured or sealed. The box shall be red and marked “Fire Tools” in letters at least 1 inch high. It shall contain a minimum of:

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

(This page intentionally left blank.)