
INVITATION FOR BIDS

Solicitation No. DTFH70-08-B-00007

Bid Opening Date:

See Page A-3, Block 13A

**OR PFH 22(14)
McKenzie Highway**

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BID REMINDERS

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

- Have you rechecked your bid figures?
- Have you completed the bid schedule?
- Have you completed and signed the SF 1442, Solicitation, Offer & Award?
- Have you acknowledged all amendments?
- Have you completed the Representations & Certifications (Page B-1)?
- Is your bid guarantee enclosed in proper form and amount (see FAR Clause 52.228-1), including Power of Attorney affidavit?
- Does the lower left corner of the proposal envelope state "Bid Enclosed"?
- Does the lower left corner include the Solicitation Number and the project number/name?

**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***

ISSUING OFFICE:



**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**

PROJECT NAME **OR PFH 22(14), McKenzie Highway**

BEGINNING AT **10+60**

ENDING AT **830-70**

NATIONAL FOREST **Willamette National Forest**

COUNTY **Lane, Linn, and Deschutes**

STATE **Oregon**

LENGTH **15.532 Miles**

FIXED COMPLETION DATE **See FAR Clause 52.211-10**
(FAR Clauses begin on page C-1)

Bid Submittal Checklist

Before submitting your bid, please review the following:	Done?	Is this in the envelope?
Bid Envelope		
Did I correctly address the envelope? (See page A-3, blocks 7 & 8)		
Does the lower left corner of the envelope include the Solicitation Number and the project name/number?		
Pages A-3 & A-4 (SF 1442, Solicitation Offer & Award)		
Did I include our firm name and address in block 14?		
Did I include our firm's phone number in block 15?		
Did I include our firm's remittance address in block 16? (Use when different than block 14)		
Did I include my DUNS number?		
Did I include the number & date of <u>all</u> amendments in block 19?		
Did the appropriate official sign/date in block 20A, 20B & 20C?		
Bid Schedule (see page A-7)		
Did I insert "Unit Bid Price" and "Amount Bid" for each bid item?		
Did the appropriate official initial corrections?		
Did I include the "Total" on the last page of each bid schedule?		
Did I include the firm's name on the last page of each bid schedule?		
When applicable, did I include the totals for each schedule in the summary page? (see last page of bid schedules.)		
Bid Bond (Standard Form 24)		
Bids received without a valid bid bond will be rejected.		
Did I complete my bid bond correctly?		
Did I attach the Power of Attorney to the bid bond?		
Authority to Sign		
Did I include a completed form for <u>each</u> person signing the SF1442 and Bid Bond?		
Representations & Certifications & other fill-ins		
Did I include the completed B-pages (beginning on B-1)?		
Did I include the completed clause <i>1252.228-73 Notification of Miller Act Payment Bond Protection</i> (clauses begin on page C-1)?		
Online Representations & Certifications Application (ORCA) http://orca.bpn.gov		
Do we have up-to-date data in ORCA ?		
Central Contractor Registration (CCR) http://www.ccr.gov		
Did I ensure our firm is currently registered in CCR?		
Vets100 Reporting http://vets.dol.gov/vets100/		
Did I ensure our firm has completed this annual report?		

NOTE: The Contractor is fully responsible to verify that all data is correct each time a bid package is submitted. Failure to properly input and/or update your data may cause the bid to be rejected.

**Bid Submittal Checklist
Reserved**

INSTRUCTIONS: When the offeror/principal is a corporation, include this certification with your offer/bid.

Corporate Certificate

I, _____ (name), certify that I am the
_____(title), of the corporation named as
the Offeror/Principal herein;

that _____(name), who signed this
offer and/or bid bond on behalf of _____ (company name) is
_____(title) of this corporation;

that the offer was duly signed for and on behalf of said corporation by authority and
scope of its governing body, and within the scope of its corporate powers.

_____(signature)

Affix Corporate Seal

_____(title)

INSTRUCTIONS: When the offeror/principal is a limited liability company, include this certification with your offer/bid.

Limited Liability Certificate

I, _____ (name), certify that I am the

_____ (title), of the limited liability company

named as the Offeror/Principal herein;

that _____ (name), who signed this

offer and/or bid bond on behalf of _____ (company name) is

_____ (title) of this company;

that the offer was duly signed for and on behalf of said company by authority and

scope of its governing body, and within the scope of its powers.

_____ (signature)

_____ (title)

Affix Company Seal
(as applicable)

Authority to Sign
OR PFH 22(14), McKenzie Highway

INSTRUCTIONS: When the offeror/principal is a partnership, include this certification with your offer/bid.

Authority to Bind Partnership

This certifies that the names and signatures of all partners are listed below, and that the person signing the proposal has the authority to actually bind the partnership pursuant to its partnership agreement. Each of the partners individually has full authority to enter into and execute contractual instruments on behalf of said partnership, except as follows:

(State "None" or describe limitations, if any)

This authority shall remain in full force and effect until such time as the revocation of authority by any cause whatsoever has been furnished in writing to and acknowledge by the Contracting Officer.

(Include names and signatures of all partners)

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INSTRUCTIONS: When the offeror/principal is a joint venture, include this certification with your offer/bid.

Authority to Bind Joint Venture

This certifies that the person signing the proposal has the authority to actually bind the joint venture pursuant to its joint venture agreement, and that each of the named persons listed below individually has full authority to enter into and execute contractual instruments on behalf of said joint venture, except as follows:

(State "None" or describe limitations, if any)

This authority shall remain in full force and effect until such time as the revocation of authority by any cause whatsoever has been furnished in writing to and acknowledge by the Contracting Officer.

(Include names and signatures of all applicable individuals)

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INSTRUCTIONS: When the offeror/principal is a sole proprietorship, the signature on the offer/bid and on the bonds must be as follows:

Sole Proprietorship Requirement

An Offeror/Principal that is a sole proprietorship must submit an offer/bid and a bond signed by the sole proprietor, or by one duly authorized to sign for the sole proprietor. If the signature is by someone other than the sole proprietor, a copy of the power of attorney authorizing the individual to sign must be provided with the offer/bid.

Authority to Sign
OR PFH 22(14), McKenzie Highway

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

PRINCIPAL <i>(Legal name and business address)</i>	TYPE OF ORGANIZATION <i>("X" one)</i> <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION STATE OF INCORPORATION
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SURETY(IES) *(Name and business address)*

PENAL SUM OF BOND				BID IDENTIFICATION		
PERCENT OF BID PRICE	AMOUNT NOT TO EXCEED				BID DATE	INVITATION NO.
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS	FOR <i>(Construction, Supplies, or Services)</i>	OR PFH 22(14), McKenzie Highway

OBLIGATION:

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

CONDITIONS:

The Principal has submitted the bid identified above.

THEREFORE:

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

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

WITNESS:

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

PRINCIPAL			
SIGNATURE(S)	1.	2.	3.
	<i>(Seal)</i>	<i>(Seal)</i>	<i>(Seal)</i>
NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	3.

INDIVIDUAL SURETY(IES)		
SIGNATURE(S)	1.	2.
	<i>(Seal)</i>	<i>(Seal)</i>
NAME(S) <i>(Typed)</i>	1.	2.

CORPORATE SURETY(IES)			
SURETY A	NAME & ADDRESS		STATE OF INC. LIABILITY LIMIT (\$)
	SIGNATURE(S)	1.	2.
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.

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

INSTRUCTIONS

1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., (e.g., 20% of the bid price but the amount not to exceed _____ dollars).
4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designed "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
6. Type the name and title of each person signing this bond in the space provided.
7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."

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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.	
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NOTICE TO BIDDER

I. Project Location.

The project work is located approximately 12 miles east of McKenzie Bridge, Oregon in Lane County. Approximate Global Positioning System (GPS) Coordinates for the beginning of the project are 044 10' 04.34" N; 121 57' 49.49" W.

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

II. Pre-bid Information.

TECHNICAL QUESTIONS REGARDING PROPOSED WORK FOR THIS PROJECT WILL NOT BE ACCEPTED AFTER THE CLOSE-OF-BUSINESS ON OCTOBER 23, 2008.

Questions can be submitted and answers viewed by going to project information at <http://www.wfl.fha.dot.gov/edi/current.htm>

This solicitation includes electronic plan sheets. Plan sheets can be found at <http://www.wfl.fhwa.dot.gov/edi/plans/mckenziehw/> 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.

This solicitation contains a Price Evaluation Factor. We will apply a factor of 10% to an apparent low bid submitted by a large business when we also receive a bid from a HUBZone small business; the 10% factor does not apply to apparent low bids submitted by a small business. See FAR Clause 52.219-4. To verify which firms are currently HUBZone certified see: <https://eweb1.sba.gov/hubzone/internet/general/approved-firms.cfm>.

If the contract is awarded after applying the price preference for HUBZone small business concerns under FAR clause 52.219-4; at least 50 percent of the cost of the contract performance

Notice to Bidder

Project: OR PFH 22(14), McKenzie Highway

incurred for personnel must be spent on the prime Contractor's employees or the employees of other qualified HUBZone small business concerns. See Subsection 108.02A.

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.

Facsimile bids are not authorized for this solicitation. Bids may be modified or withdrawn by facsimile, if such notice is received by the time specified for receipt of bids. The Government will not be responsible for any failure attributable to the transmission or receipt of facsimile data. See FAR Provision 52.214-5, Submission of Bids. FAX 360.619.7932.

Notice of CCR Registration. You must register in the Central Contract Registration (CCR) prior to award of this contract. Failure to register prior to contract award will require award to be offered to the next successful registered Offeror. See FAR Subpart 4.1103(c). Register online at www.ccr.gov or call toll free: 888.227.2423.

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.

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.

IV. Specifications and Permits.

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>.

Notice to Bidder

Project: OR PFH 22(14), McKenzie Highway

Geotechnical, hydraulic, bridge, and design data applicable to this project is listed in FAR Clause 52.236-4, Physical Data.

The Government has changed the manner in which it measures the roughness of hot asphalt concrete pavement. The International Ride Index will now be used to determine a Pay Adjustment Factor for pay item number 40101. See Subsection 401.16.

There is no longer two separate pay items for hot asphalt concrete pavement and asphalt binder under Section 401, they have been combined. The Government has changed the formula for the Material Pay Factor for Section 401. See Subsection 401.19.

Material sources, water sources, and waste sites have not been identified for this project. Secure all permits and clearances for Contractor-located sites and sources. See Subsection 105.02(b) and 107.10.

An adjustment for the price of fuel and asphalt binder has been included in this solicitation. See Subsection 109.06A.

A monetary incentive is offered for early completion of the work. See Subsection 108.04.

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SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. Solicitation No. DTFH70-08-B-00007	2. Type of Solicitation <input checked="" type="checkbox"/> Sealed Bid (IFB) <input type="checkbox"/> Negotiated (RFP)	3. Date Issued Sept. 9, 2008	Page A-3
	IMPORTANT – The “offer” section on the reverse must be fully completed by offeror.			
4. Contract No. -	5. Requisition/Purchase Request No. N/A	6. Project No. OR PFH 22(14) McKenzie Highway		
7. Issued By U.S. Department of Transportation Federal Highway Administration 610 East Fifth Street Vancouver WA 98661-3801 Code: N/A		8. Address Offer to Attn: Contracts Section Code: N/A		
9. For Information Call:	A. Name See page A-5.	B. Telephone No. <i>(Include area code) (No Collect Calls)</i> 360.619.7520		
SOLICITATION				
NOTE: In sealed bid solicitation “offer” and “offeror” mean “bid” and “bidder”				

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS: *(Title, Identifying No., Date)*

This solicitation is designated **OR PFH 22(14), McKenzie Highway, Willamette National Forest, Lane, Linn and Deschutes Counties, Oregon**

IN STRICT ACCORDANCE WITH:

Bid Schedule

Federal Acquisition Regulations (FAR) and Transportation Acquisition Regulations (TAR)

General Wage Decision

Special Contract Requirements

Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects, FP-03 (US Customary)

11. The Contractor shall begin performance within 10 calendar days and complete it within * calendar days after receiving the award, notice to proceed. This performance period is mandatory negotiable. (See *see page A-5 .)

12A. The Contractor must furnish any required performance and payment bonds?
(If “YES”, indicate within how many calendar days after award in item 12B.)
 Yes No

12B. Calendar Days
10

13. Additional Solicitation Requirements:

- A. Sealed offers in original and 0 copies to perform the work required are due at the place specified in Item 8 by 2:00 PM local time **October 28, 2008**. If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror’s name and address, the solicitation number, and the date and time offers are due.
- B. An offer guarantee is is not required.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- D. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

14. Name and Address of Offeror <i>(Include ZIP Code)</i>	15. Telephone No. <i>(Include are code)</i>
DUNS number:	16. Remittance Address <i>(Include on it different than Item 14)</i>

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this is accepted by the Government in writing within 60 calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)*

AMOUNTS	See Bid Schedule
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18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGEMENT OF AMENDMENTS
(The offeror acknowledges receipt of amendment to the solicitation - give number and date of each)

AMENDMENT No.									
DATE									

20A NAME, TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or Print)</i>	20B. SIGNATURE	20c. OFFER DATE
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AWARD (to be completed by Government)

21. ITEM(S) ACCEPTED
 All items on Bid Schedule.

22. Amount	23. Accounting and Appropriation Data
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24. Submit Invoices to Address shown in <i>(4 copies unless otherwise specified)</i>	Item See Page A-5	25. Other Than full and open competition pursuant to	
		<input type="checkbox"/> 10 U.S.C. 2304(c) (____)	<input type="checkbox"/> 41 U.S.C 253 (c) (____)

26. Administered by Federal Highway Administration Western Federal Lands Highway Division 610 East Fifth Street Vancouver WA 98661-3801	Payment will be made by Finance Section Western Federal Lands Highway Division 610 East Fifth Street Vancouver WA 98661-3801
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CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>(Contractor is required to sign this document and return _____ copies to issuing office)</i> Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.	<input checked="" type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document.)</i> Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
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30A. Name and Title of Contractor or Person authorized to sign <i>(Type or Print)</i>	31A. Name of Contracting Officer <i>(Type or Print)</i>		
	Julee McTaggart		
30b. Signature	30C. Date	31B. United States of America	31C. Award Date
		By	

Block 9 **FOR GENERAL INFORMATION**, call **360.619.7520** from the hours of 8:00 a.m. to 4:00 p.m. local time or e-mail us at contracts@mail.wfl.fhwa.dot.gov. You can also submit questions online from our Western Federal Lands webpage as described below.

FOR TECHNICAL INFORMATION (plan and specification questions only), requests for technical information about this project will only be accepted in writing. Submit questions via fax (360.619.7932) or e-mail at plans_spec@fhwa.dot.gov (plans_spec@fhwa.dot.gov). You can also submit questions online from our Western Federal Lands webpage as described below.

SUBMIT QUESTIONS ONLINE. You can submit your questions from our Western Federal Lands website <http://www.wfl.fha.dot.gov/edi/current.htm>. In “Advertised Projects”, scroll to the project and click on “Technical Information Question” or “General Information Question”, as applicable. Previously asked and answered questions will be available for viewing on the website.

FOR DAVIS-BACON WAGE RATE INFORMATION call the Department of Labor at **415.848.6616**

FOR PHYSICAL DATA, See FAR Contract Clause 52.236-4, Physical Data, (clauses begin on page C-1) for a listing of available data. To obtain copies of Physical Data, submit a written request to the Contracts Section, **FAX 360.619-7932** or e-mail us at contracts@mail.wfl.fhwa.dot.gov. Requests should be made early to assure timely arrival.

FOR BID RESULTS, call **360.619.7773**. Bid tabulations will be available on our website approximately 3 work days after the bid opening. Our website is located at: www.wfl.fhwa.dot.gov/edi/.

Block 11 **COMPLETION DATE:** Work shall be completed on or before the date specified in FAR Clause *52.211-10, Commencement, Prosecution, and Completion of Work*, subject to such extensions as may be authorized by the terms of the contract and the specifications made a part thereof. Contract Clauses begin on pages C-1.

Block 12A **PERFORMANCE & PAYMENT BONDS:** See FAR Clause, *52.228-15, Performance and Payment Bonds - Construction* (clauses begin on page C-1) and Subsection 102.06 of the *Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects, FP-03 U.S. Customary Units*.

Block 13B **BID BOND AMOUNT:** See FAR Clause 52.228-1, Bid Guarantee (clauses begin on page C-1).

ADDITIONAL INFORMATION: See Subsections 102.03 and 102.04 of *Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects, FP-03, US Customary Units*.

Block 24 **SUBMITTING INVOICES:** See Subsection 109.08 of the *Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects, FP-03 U.S. Customary Units.*

ESTIMATED PRICES. The price range of the project work is between **\$2,000,000** and **\$3,000,000**.

Bid Schedule

Project: OR PFH 22(14)
MCKENZIE HIGHWAY

Bidder 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.

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	\$ _____
15703-1000	SOIL EROSION CONTROL, SOIL STABILIZATION		
	0.2		
	ACRE	\$ _____	\$ _____

Bid Schedule A

Project: OR PFH 22(14)
MCKENZIE HIGHWAY

Pay Item No.	Estimated Quantity	Unit Bid Price	Amount Bid
15705-1500	SOIL EROSION CONTROL, SEDIMENT WATTLE 1,600 LNFT	\$ _____	\$ _____
20301-0700	REMOVAL OF DELINEATOR 135 EACH	\$ _____	\$ _____
20301-1900	REMOVAL OF PIPE CULVERT 4 EACH	\$ _____	\$ _____
20301-2400	REMOVAL OF SIGN 93 EACH	\$ _____	\$ _____
20402-0000	SUBEXCAVATION 110 CUYD	\$ _____	\$ _____
20410-0000	SELECT BORROW 440 CUYD	\$ _____	\$ _____
20701-0700	EARTHWORK GEOTEXTILE, TYPE II-A 950 SQYD	\$ _____	\$ _____
21101-1000	ROADWAY OBLITERATION, METHOD 1 1,400 SQYD	\$ _____	\$ _____
25125-0000	BOULDER 26 EACH	\$ _____	\$ _____
25201-1000	SPECIAL ROCK EMBANKMENT, MECHANICALLY-PLACED 210 CUYD	\$ _____	\$ _____
25302-1000	GABIONS, GALVANIZED OR ALUMINIZED COATED 140 CUYD	\$ _____	\$ _____
30802-1000	ROADWAY AGGREGATE, METHOD 1 3,300 TON	\$ _____	\$ _____

Bid Schedule A

Project: OR PFH 22(14)
MCKENZIE HIGHWAY

Pay Item No.	Estimated Quantity	Unit Bid Price	Amount Bid
40101-0600	SUPERPAVE PAVEMENT, 1/2-INCH NOMINAL MAXIMUM SIZE AGGREGATE, 0.3 TO <3 MILLION ESAL , TYPE IV PAVEMENT ROUGHNESS		
	14,000		
	TON	\$ _____	\$ _____
40301-0300	HOT ASPHALT CONCRETE PAVEMENT, GRADING C		
	310		
	TON	\$ _____	\$ _____
40302-0300	HOT ASPHALT CONCRETE PAVEMENT, GRADING C, WEDGE AND LEVELING COURSE , VARIABLE DEPTH		
	1,160		
	TON	\$ _____	\$ _____
41201-1000	TACK COAT GRADE CSS-1, CSS-1H, SS-1, OR SS-1H		
	64		
	TON	\$ _____	\$ _____
41301-0000	ASPHALT PAVEMENT MILLING , VARIABLE DEPTH, 0 -INCH TO 1 1/2-INCH		
	2,300		
	SQYD	\$ _____	\$ _____
41301-0800	ASPHALT PAVEMENT MILLING, 3-INCH DEPTH		
	1,400		
	SQYD	\$ _____	\$ _____
60201-0800	24-INCH PIPE CULVERT		
	110		
	LNFT	\$ _____	\$ _____
60501-0000	STANDARD UNDERDRAIN SYSTEM		
	80		
	LNFT	\$ _____	\$ _____
60510-0800	6-INCH OUTLET PIPE		
	22		
	LNFT	\$ _____	\$ _____
60704-0000	CLEANING CULVERT IN PLACE		
	22		
	EACH	\$ _____	\$ _____
61904-0000	BOLLARD POST		
	10		
	EACH	\$ _____	\$ _____

Bid Schedule A

Project: OR PFH 22(14)
MCKENZIE HIGHWAY

Pay Item No.	Estimated Quantity	Unit Bid Price	Amount Bid
62201-0200	DUMP TRUCK, 8 CUBIC YARD MINIMUM CAPACITY 60 HOUR	\$ _____	\$ _____
62201-0700	BACKHOE LOADER, 1 CUBIC YARD MINIMUM CAPACITY FRONTEND BUCKET, 10 CUBIC FOOT MINIMUM CAPACITY BACKHOE BUCKET, 90 HP 60 HOUR	\$ _____	\$ _____
62201-2050	ROLLER 40 HOUR	\$ _____	\$ _____
62201-2800	MOTOR GRADER, 8 FOOT MINIMUM BLADE 80 HOUR	\$ _____	\$ _____
62301-0000	GENERAL LABOR 80 HOUR	\$ _____	\$ _____
63302-0000	SIGN SYSTEM 1,250 SQFT	\$ _____	\$ _____
63309-0000	DELINEATOR , TYPE 1 AND TYPE 2, STOCKPILED 40 EACH	\$ _____	\$ _____
63309-0000	DELINEATOR , TYPE 1 160 EACH	\$ _____	\$ _____
63309-0000	DELINEATOR , TYPE 2 18 EACH	\$ _____	\$ _____
63318-1000	SNOWPOLE HOLDER , REMOVE AND RESET 13 EACH	\$ _____	\$ _____
63401-0300	PAVEMENT MARKINGS, TYPE B, SOLID WHITE 650 LNFT	\$ _____	\$ _____

Bid Schedule A

Project: OR PFH 22(14)
MCKENZIE HIGHWAY

Pay Item No.	Estimated Quantity	Unit Bid Price	Amount Bid
63401-0300	PAVEMENT MARKINGS, TYPE B, SOLID YELLOW 292,000 LNFT	\$ _____	\$ _____
63401-0400	PAVEMENT MARKINGS, TYPE B, BROKEN YELLOW 32,000 LNFT	\$ _____	\$ _____
63405-0850	PAVEMENT MARKINGS, TYPE B, ACCESSIBILITY SYMBOL 2 EACH	\$ _____	\$ _____
63502-0600	TEMPORARY TRAFFIC CONTROL, BARRICADE TYPE 3 (CENTER) 9 EACH	\$ _____	\$ _____
63502-0900	TEMPORARY TRAFFIC CONTROL, CONE, TYPE 28-INCH 300 EACH	\$ _____	\$ _____
63503-0400	TEMPORARY TRAFFIC CONTROL, CONCRETE BARRIER 120 LNFT	\$ _____	\$ _____
63504-1000	TEMPORARY TRAFFIC CONTROL, CONSTRUCTION SIGN 460 SQFT	\$ _____	\$ _____
63506-0600	TEMPORARY TRAFFIC CONTROL, PILOT CAR 50 HOUR	\$ _____	\$ _____
63507-0700	TEMPORARY TRAFFIC CONTROL, TRAFFIC AND SAFETY SUPERVISOR 90 DAY	\$ _____	\$ _____
63507-0800	TEMPORARY TRAFFIC CONTROL, PORTABLE CHANGEABLE MESSAGE SIGN 320 DAY	\$ _____	\$ _____

Bid Schedule A

Project: OR PFH 22(14)
MCKENZIE HIGHWAY

Pay Item No.	Estimated Quantity	Unit Bid Price	Amount Bid
63509-1000	TEMPORARY TRAFFIC CONTROL, FLAGGER		
	250		
	FIX HR RATE	49.00	12,250.00

TOTAL \$ _____

Submitted by: _____
 Name of Bidder

Bid Schedule A

Project: OR PFH 22(14)
 MCKENZIE HIGHWAY

SOLICITATION PROVISIONS

A. Provisions Incorporated by Reference

52.252-1 Solicitation Provisions Incorporated by Reference

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available; phone (360) 619-7520 and FAX (360) 619-7932. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this site: www.arnet.gov/far/.

I. Representations, Certifications and Other Statements of Offeror (by reference)

- 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sep 2007)
- 52.222-23 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction (Feb 1999)
- (b) Goals for minority participation for each trade Lane County – 2.4%, Linn County and Deschutes County – 2.9%**
- Goals for female participation for each trade 6.9%**
- (e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Lane, Linn and Deschutes County, Oregon.**

II. Instructions, Conditions and Notices to Offeror (by reference)

- 52.204-6 Data Universal Numbering System (DUNS) Number (Oct 2003)
- 52.214-3 Amendments to Invitations for Bids (Dec 1989)
- 52.214-4 False Statements in Bids (Apr 1984)
- 52.214-5 Submission of Bids (Mar 1997)
- 52.214-6 Explanation to Prospective Bidders (Apr 1984)
- 52.214-7 Late Submissions, Modifications, and Withdrawals of Bids (Nov 1999)
- 52.214-18 Preparation of Bids - Construction (Apr 1984)
- 52.214-19 Contract Award - Sealed Bidding - Construction (Aug 1996)
- 52.214-34 Submission of Offers in the English Language (Apr 1991)
- 52.214-35 Submission of Offers in U.S. Currency (Apr 1991)
- 52.236-27 Site Visit (Construction) (Feb 1995)
- There will be no government arranged site visits. The site is readily available for inspection. Prospective offerors are encouraged to make their own arrangements to inspect the site.**

B. Full Text Provisions

I. Representations, Certifications & Other Statements of Bidders (full text)

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 \$33.5 million** you are a large business for this solicitation. If they are **below \$33.5 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>.

52.204-8 Annual Representation and Certifications (Jan 2006)

(a) (1) The North American Industry Classification (NAICS) code for this solicitation is **237310 – Highway, Street & Bridge construction**.

(2) The small business size standard is **\$33.5 million**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) (1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (c) applies.

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

(c) The offeror has completed the annual representations and certifications electronically via the **Online Representations and Certifications Application (ORCA)** website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); **except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]**. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Far Clause #	Title	Date	Change
52.219-1	Small Business Program Representations		Under NAICS Code 237310 the offeror represents as part of its offer that it () is, () is not a small business.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

52.225-10 Notice of Buy American Act Requirement—Construction Materials (May 2002)

(a) *Definitions.* “Construction material,” “domestic construction material,” and “foreign construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Buy American Act—Construction Materials” (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers.

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested—

- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
- (ii) May be accepted if revised during negotiations

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.

THE FOLLOWING IS NOT A SOLICITATION PROVISION

PARTNERING

A Partnership recognizes the Government and the Contractor are both responsible for and can affect the successful completion of this project. Partnering is a vehicle to ensure the partnership has structure and quality. It recognizes the strengths of each party and uses those strengths to identify and achieve shared goals. One of the primary objectives of Partnering is to facilitate the resolution of disputes in a timely, professional, and non-adversarial manner with the outcome focused on achieving those shared goals.

WFLHD supports the concepts and tenets of Partnering and as such is encouraging the Contractor and it's Subcontractors to establish a Partnering relationship on this project.

A formal Partnering meeting can help facilitate this relationship by helping to document the parties' common purpose and goals, and ensuring alignment. The goals are mutually agreed to and address effective and efficient performance within the scope of the contract.

Participation in a formal Partnering meeting is voluntary. Costs of implementing and maintaining the partnership would be agreed to by both parties and shared equally. These costs would be in addition to the contract amount.

Please indicate your desire to participate in a formal partnering meeting on this project.

We would like to participate in a formal partnering meeting.

We do not want to participate in a formal partnering meeting.

THE FOLLOWING ARE REQUESTED FOR REPORTING PURPOSES ONLY:

1. Your firm's Dun & Bradstreet Number: _____

2. Your firm's U.S. Representative _____ (insert representative's name)

3. Your firm's US Representative District _____ (insert the district number)

(To obtain a Dun & Bradstreet number call 866.705.5711.)

(Access US Representative information on-line at www.house.gov/writerep/. Enter your State and zip code to obtain your representative's name and district number.)

II. Instructions, Conditions, and Notices to Bidders - (full text)

52.211-1 Availability of Specifications Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29 (Aug 1998)

(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service
Specifications Section, Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407
Telephone: (202) 619-8925
Facsimile: (202) 619-8978.

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

52.211-3 Availability of Specifications Not Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions (Jun 1988)

The specifications cited in this solicitation may be obtained from:

Activity: **Federal Highway Administration, Western Federal Lands Highway Division**
Complete Address: **610 East Fifth Street, Vancouver, WA 98661-3801**
Telephone Number: **(360) 619-7520**

Solicitation Provisions
OR PFH 22(14), McKenzie Highway

Contact: **Contracts Section**

The request should identify the solicitation number and the specification requested by date, title, and number, as cited in the solicitation.

52.216-1 Type of Contract (Apr 1984)

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

52.222-5 Davis-Bacon Act—Secondary Site of the Work (July 2005)

(a)(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Davis-Bacon Act, of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b)(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

52.233-2 Service of Protest (Sep 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from **Contracting Officer, Contracts Section, Federal Highway Administration, 610 East Fifth Street, Vancouver, WA 98661-3801.**

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

CONTRACT CLAUSES

1. Clauses Incorporated by Reference

Federal Acquisition Regulation (FAR) clauses begin with “52” and are available online at: www.arnet.gov/far/. Transportation Acquisition Regulation (TAR) clauses begin with “1252” and are available online at: <http://www.dot.gov/ost/m60/tamtar/tar.htm>.

52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available; phone (360) 619-7520 and FAX (360) 619-7932. Also, you may access the full text of a clause electronically at this site: www.arnet.gov/far/.

- 52.202-1 Definitions (Jul 2004)
- 52.203-3 Gratuities (Apr 1984)
- 52.203-5 Covenant Against Contingent Fees (Apr 1984)
- 52.203-6 Restrictions on Subcontractor Sales to the Government (Sep 2006)
- 52.203-7 Anti-Kickback Procedures (Jul 1995)
- 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Jan 1997)
- 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (Jan 1997)
- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (Sep 2007)
- 52.203-13 Contractor Code of Business Ethics and Conduct (Dec 2007)
- 52.204-4 Printed or Copied Double-Sided on Recycled Paper (Aug 2000)
- 52.204-7 Central Contractor Registration (Apr 2008)
- 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Sep 2006)
- 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.**
- 52.211-18 Variation in Estimated Quantity (Apr 1984)
- 52.214-26 Audit and Records - Sealed Bidding (Oct 1997)
- 52.214-27 Price Reduction for Defective Cost or Pricing Data-Modifications-Sealed Bidding (Oct 1997)
- 52.214-28 Subcontractor Cost or Pricing Data-Modifications-Sealed Bidding (Oct 1997)
- 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul 2005) *(See note in FAR Clause 52.236-1.) (See special contract requirement 108.02A, which incorporates increased minimum work requirements.)*
 - (c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.**
 - () Offeror elects to waive the evaluation preference.**
- 52.219-8 Utilization of Small Business Concerns (May 2004)
- 52.219-9 Small Business Subcontracting Plan (Apr 2008) - Alternate 1 (Oct 2001)
- 52.219-16 Liquidated Damages-Subcontracting Plan (Jan 1999)

- 52.222-3 Convict Labor (Jun 2003)
- 52.222-4 Contract Work Hours and Safety Standards Act-Overtime Compensation (Jul 2005)
- 52.222-6 Davis-Bacon Act (Jul 2005)
- 52.222-7 Withholding of Funds (Feb 1988)
- 52.222-8 Payrolls and Basic Records (Feb 1988)
- 52.222-9 Apprentices and Trainees (Jul 2005)
- 52.222-10 Compliance with Copeland Act Requirements (Feb 1988)
- 52.222-11 Subcontracts (Labor Standards) (Jul 2005)
- 52.222-12 Contract Termination-Debarment (Feb 1988)
- 52.222-13 Compliance with Davis-Bacon and Related Act Regulations (Feb 1988)
- 52.222-14 Disputes Concerning Labor Standards (Feb 1988)
- 52.222-15 Certification of Eligibility (Feb 1988)
- 52.222-21 Prohibition of Segregated Facilities (Feb 1999)
- 52.222-26 Equal Opportunity (Mar 2007)
- 52.222-27 Affirmative Action Compliance Requirements for Construction (Feb 1999)
- 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)
- 52.222-36 Affirmative Action for Workers with Disabilities (Jun 1998)
- 52.222-37 Employment Reports on Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)
- 52.222-50 Combating Trafficking in Persons (Aug 2007)
- 52.223-3 Hazardous Material Identification and Material Safety Data (Jan 1997) Alternate I (July 1995)
- 52.223-6 Drug-Free Workplace (May 2001)
- 52.223-14 Toxic Chemical Release Reporting (Aug 2003)
- 52.225-13 Restrictions on Certain Foreign Purchases (June 2008)
- 52.227-1 Authorization and Consent (Dec 2007)
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (Dec 2007)
- 52.227-4 Patent Indemnity-Construction Contracts (Dec 2007)
- 52.228-1 Bid Guarantee (Sep 1996)

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

(d) ...furnish execute bonds within 10 days after receipt of the forms.....

- 52.228-2 Additional Bond Security (Oct 1997)
- 52.228-11 Pledges of Assets (Feb 1992)
- 52.228-12 Prospective Subcontractor Requests for Bonds (Oct 1995)
- 52.228-14 Irrevocable Letter of Credit (Dec 1999)
- 52.228-15 Performance and Payment Bonds-Construction (Nov 2006)
- 52.229-3 Federal, State, and Local Taxes (Apr 2003)
- 52.232-5 Payments under Fixed-Price Construction Contracts (Sep 2002)
- 52.232-17 Interest (Jun 1996)
- 52.232-23 Assignment of Claims (Jan 1986)
- 52.232-27 Prompt Payment for Construction Contracts (Sep 2005)
- 52.232-34 Payment by Electronic Funds Transfer – Other than Central Contractor Registration (May 1999)
- 52.232-35 Designation of Office for Government Receipt of Electronic Funds Transfer Information (May 1999)

Name: **Contracts Section**
Mailing Address: **Federal Highway Administration, 610 East Fifth Street,
Vancouver, WA 98661-3801**
Telephone Number: **360.619.7520**
Person to Contact: **Julee McTaggart**

Electronic Address: **contracts@mail.wfl.fhwa.dot.gov**

- 52.233-1 Disputes (July 2002) - Alternate 1 (Dec 1991)
- 52.233-3 Protest After Award (Aug 1996)
- 52.233-4 Applicable Law for Breach of Contract Claim (Oct 2004)
- 52.236-1 Performance of Work by the Contractor (Apr 1984)
(NOTE: This clause does not apply when award is made to other than the low bidder after applying the price evaluation preference for HUBZone small business concerns under FAR clause 52.219-4, in which case the percentage at SCR 108.02A will control.)
The Contractor shall perform on the site, and with its own organization, work equivalent to at least fifty (50) percent of the total amount of work to be performed under the contract.
- 52.236-2 Differing Site Conditions (Apr 1984)
- 52.236-3 Site Investigation and Conditions Affecting the Work (Apr 1984)
- 52.236-5 Material and Workmanship (Apr 1984)
- 52.236-6 Superintendence by the Contractor (Apr 1984)
- 52.236-7 Permits and Responsibilities (Nov 1991)
- 52.236-8 Other Contracts (Apr 1984)
- 52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities and Improvements (Apr 1984)
- 52.236-10 Operations and Storage Areas (Apr 1984)
- 52.236-11 Use and Possession Prior to Completion (Apr 1984)
- 52.236-12 Cleaning up (Apr 1984)
- 52.236-13 Accident Prevention (Nov 1991) - Alternate 1 (Nov 1991)
- 52.236-15 Schedules for Construction Contracts (Apr 1984)
- 52.236-17 Layout of Work (Apr 1984)
- 52.236-21 Specifications and Drawings for Construction (Feb 1997) Alt II (Apr 1984)
- 52.236-26 Preconstruction Conference (Feb 1995)
- 52.242-13 Bankruptcy (Jul 1995)
- 52.242-14 Suspension of Work (Apr 1984)
- 52.243-4 Changes (June 2007)
- 52.244-2 Subcontracts (June 2007)
- 52.244-6 Subcontracts for Commercial Items (Sep 2006)
- 52.246-12 Inspection of Construction (Aug 1996)
- 52.247-64 Preference for Privately Owned U.S. Flag Commercial Vessels (Feb 2006)
- 52.248-3 Value Engineering-Construction (Sep 2006) Alternate 1 (Apr 1984)
- 52.249-2 Termination for Convenience of the Government (Fixed Price) (May 2004)-- Alternate 1 (Sep 1996)
- 52.249-10 Default (Fixed-Price Construction) (Apr 1984)
- 52.253-1 Computer Generated Forms (Jan 1991)
- 1252.211-70 Index for Specifications (Apr 2005)
- 1252.216-70 Evaluation of Offers Subject to an Economic Price Adjustment Clause (Oct 1994)
- 1252.223-73 Seat Belt Use Policies and Programs (Apr 2005)
- 1252.228-73 Notification of Miller Act Payment Bond Protection (Apr 2005)
(c) **The surety which has provided the payment bond under the prime contract is:**

(Name)

(Street Address)

(City, State, Zip Code)

(Contact & Telephone number)
- 1252.242-73 Contracting Officer's Technical Representative (Oct 1994)

2. Full Text Clauses

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 one level above the 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 **August 17, 2009** 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 May 11, 2009**. 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.

52.219-28 Post-Award Small Business Program Re-Representation (June 2007)

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

“Long term contract” means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause 52.217-8, Option to Extend Services, or other appropriate authority.

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall re-represent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts ---

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the exercise date specified in the contract for any option thereafter.

(c) The Contractor shall re-represent its size status in accordance with the size standard in effect at the time of this re-representation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardsttopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the re-representation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect current status. The Contractor shall notify the contracting office by email, or otherwise in writing, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause,

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following re-representation and submit it to the contracting office, along with the contract number and the date on which the re-representation was completed:

(NOTE: Do not complete this clause at time of initial offer/bid.)

The Contractor represents that it ()is ()is **not** a small business concern under NAICS Code [237310 \(Highway/Bridge construction\)](#) assigned to contract number _____.

Name: _____

Title: _____

Date: _____

Signature: _____

[Contractor to sign and date and insert authorized signer's name and title.]

52.222-39 Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004)

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

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

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

Notice to Employees

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of

orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

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

[Contracting Officer to list applicable excepted materials or indicate “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</u>	<u>Unit of Measure</u>	<u>Quantity</u>	<u>Price (Dollars)*</u>
Description			
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).]

52.236-4 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) 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. 05-05, McKenzie Highway (OR PFH 22(14) Revised Final Report of Pavement Design Study

(2) Geotechnical Investigation, McKenzie Highway Improvements, Oregon Highway 242(P 61.91 to 76.61) Lane County, Oregon (WFLD Geotechnical Report No. 17-06)

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RESERVED

D-1

General Decision Number: OR080002 07/04/2008 OR2

Superseded General Decision Number: OR20070002

State: Oregon

Construction Types: Heavy (Heavy and Dredging) and Highway

Counties: Oregon Statewide.

DREDGING, HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	02/08/2008
1	02/15/2008
2	03/07/2008
3	04/04/2008
4	04/18/2008
5	04/25/2008
6	06/06/2008
7	06/13/2008
8	06/20/2008
9	07/04/2008

BOIL0500-001 10/01/2007

	Rates	Fringes
BOILERMAKER.....	\$ 31.56	19.01

* BROR0001-006 06/01/2008

BAKER, BENTON (NORTH), CLACKAMAS, CLATSOP, COLUMBIA, GILLIAM, HARNEY, HOOD RIVER, LINCOLN (NORTH), LINN (NORTH), MALHEUR (NORTH), MARION, MORROW, MULTNOMAH, POLK, SHERMAN, TILLAMOOK, UMATILLA, UNION, WALLOWA, WASCO (NORTH), WASHINGTON AND YAMHILL COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 31.12	13.80

* BROR0001-007 06/01/2008

BENTON (SOUTH), CROOK, DESCHUTES, GRANT, JACKSON, JEFFERSON, KLAMATH, LAKE, LANE, LINCOLN (SOUTH), LINN (SOUTH), MALHEUR (SOUTH), WASCO (SOUTH) AND WHEELER COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 29.90	13.45

CARP9001-001 06/01/2007

Wage Determination
OR PFH 22(14), McKenzie Highway

D-2

ZONE 1:

	Rates	Fringes
Carpenters:		
CARPENTERS.....	\$ 27.56	13.30
DIVER STANDBY.....	\$ 34.42	13.30
DIVERS TENDERS.....	\$ 30.28	13.30
DIVERS.....	\$ 68.84	13.30
MANIFOLD AND/OR DECOMPRESSION CHAMBER OPERATORS.....	\$ 30.28	13.30
MILLWRIGHTS.....	\$ 28.04	13.30
PILEDRIVERS.....	\$ 28.04	13.30

DEPTH PAY:

50 to 100 feet	\$1.00 per foot over 50 feet
101 to 150 feet	1.50 per foot over 101 feet
151 to 200 feet	2.00 per foot over 151 feet

Zone Differential (Add to Zone 1 rates):

Zone 2 -	\$0.85
Zone 3 -	1.25
Zone 4 -	1.70
Zone 5 -	2.00
Zone 6 -	3.00

ZONE 1 - All jobs or projects located within 30 miles of the respective City Hall

ZONE 2 - More than 30 miles and less than 40 miles from the respective City Hall

ZONE 3 - More than 40 miles and less than 50 miles from the respective City Hall

ZONE 4 - More than 50 miles and less than 60 miles from the respective City Hall

ZONE 5 - More than 60 miles and less than 70 miles from the respective City Hall

ZONE 6 - More than 70 miles from the respective City Hall.

BASEPOINTS CITIES FOR CARPENTERS (EXCLUDING MILLWRIGHTS, PILEDRIVERS AND DIVERS)

ALBANY	ASTORIA	BAKER
BEND	BROOKINGS	BURNS
COOS BAY	CORVALLIS	EUGENE
GOLDENDALE	GRANTS PASS	HERMISTON
HOOD RIVER	KLAMATH FALLS	LAGRANDE
LAKEVIEW	LONGVIEW	MADRAS
MEDFORD	McMINNVILLE	NEWPORT
OREGON CITY	ONTARIO	PENDLETON
PORTLAND	PORT ORFORD	REEDSPORT
ROSEBURG	SALEM	ST. HELENS

Wage Determination
OR PFH 22(14), McKenzie Highway

THE DALLES	TILLAMOOK	VANCOUVER
BASEPOINTS FOR MILLWRIGHTS		
EUGENE	NORTH BEND	LONGVIEW
PORTLAND	MEDFORD	THE DALLES
VANCOUVER		

BASEPOINTS FOR PILEDRIVERS AND DIVERS

ASTORIA	BEND	COOS BAY
EUGENE	KLAMATH FALLS	LONGVIEW
MEDFORD	NEWPORT	PORTLAND
ROSEBURG	SALEM	THE DALLES

* ELEC0048-006 01/01/2008

CLACKAMAS, CLATSOP, COLUMBIA, HOOD RIVER, MULTNOMAH, TILLAMOOK,
WASCO, WASHINGTON, SHERMAN AND YAMHILL (NORTH) COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 34.40	3%+\$14.85
ELECTRICIAN.....	\$ 34.15	3%+\$14.85

HOURLY ZONE PAY:

Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities:

Portland, The Dalles, Hood River, Tillamook, Seaside and Astoria

Zone Pay:

- Zone 1: 31-50 miles \$1.50/hour
- Zone 2: 51-70 miles \$3.50/hour
- Zone 3: 71-90 miles \$5.50/hour
- Zone 4: Beyond 90 miles \$9.00/hour

*These are not miles driven. Zones are based on Delorme Street Atlas USA 2006 plus.

ELEC0112-001 06/04/2007

BAKER, GILLIAM, GRANT, MORROW, UMATILLA, UNION, WALLOWA, AND WHEELER COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 33.50	3%+13.33
ELECTRICIAN.....	\$ 31.90	3%+13.33

ELEC0125-001 02/01/2007

Wage Determination
OR PFH 22(14), McKenzie Highway

D-4

	Rates	Fringes
Line Construction:		
CABLE SPLICER.....	\$ 42.09	3.875%+10.60
GROUNDMAN.....	\$ 26.31	3.875%+8.60
LINE EQUIPMENT MAN.....	\$ 32.32	3.875%+8.70
LINEMAN, POLE SPRAYER, HEAVY LINE EQUIPMENT MAN....	\$ 37.58	3.875%+10.60
POWDERMAN, JACKHAMMERMAN....	\$ 28.19	3.875%+8.60
TREE TRIMMER.....	\$ 22.04	3%+8.79

 ELEC0280-003 01/01/2008

BENTON, CROOK, DESCHUTES, JEFFERSON, LANE (EAST OF A LINE
 RUNNING NORTH AND SOUTH FROM THE NORTHEAST CORNER OF COOS
 COUNTY TO THE SOUTHEAST CORNER OF LINCOLN COUNTY), LINN,
 MARION, POLK AND YAMHILL (SOUTHERN HALF) COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 35.81	3%+13.58
ELECTRICIAN.....	\$ 32.55	3%+13.58

 ELEC0291-006 06/01/2007

MALHEUR COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 29.88	3%+\$9.04
ELECTRICIAN.....	\$ 27.16	3%+\$9.04

 * ELEC0659-004 01/01/2008

DOUGLAS (EAST OF A LINE RUNNING NORTH AND SOUTH FROM THE NE
 CORNER OF COOS COUNTY TO THE SE CORNER OF LINCOLN COUNTY),
 HARNEY, JACKSON, JOSEPHINE, KLAMATH AND LAKE COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 28.93	3%+\$12.40
ELECTRICIAN.....	\$ 28.93	3%+\$12.40

ZONE PAY: BASE POINTS ARE FROM THE DOWNTOWN POST OFFICE IN
 GRANTS PASS, KLAMATH FALLS, ROSEBURG AND MEDFORD.

ZONE 1:	0-20 MILES	\$0.00 PER HOUR
ZONE 2:	21-30 MILES	\$1.00 PER HOUR
ZONE 3:	31-40 MILES	\$2.80 PER HOUR
ZONE 4:	41-50 MILES	\$4.50 PER HOUR
ZONE 5:	51-60 MILES	\$6.30 PER HOUR
ZONE 6:	BEYOND 60 MILES	\$9.00 PER HOUR

*THESE ARE NOT MILES DRIVEN. ZONES ARE BASED ON DELORNE
 STREET ATLAS USA 5.0.

Wage Determination
 OR PFH 22(14), McKenzie Highway

 ELEC0932-004 07/01/2007

COOS, CURRY, LINCOLN, DOUGLAS AND LANE COUNTIES (AREA LYING WEST OF A LINE NORTH AND SOUTH FROM THE N.E. CORNER OF COOS COUNTY TO THE S.E. CORNER OF LINCOLN COUNTY)

	Rates	Fringes
ELECTRICIAN.....	\$ 30.35	3%+11.95

 * ENGI0701-004 01/01/2008

	Rates	Fringes
Dredging:		
ZONE A		
ASSISTANT ENGINEER.....	\$ 35.66	10.05
ASSISTANT MATE.....	\$ 31.53	10.05
LEVERMAN, DIPPER, FLOATING CLAMSHELL.....	\$ 38.12	10.05
LEVERMAN, HYDRAULIC.....	\$ 38.12	10.05
TENDERMAN.....	\$ 34.54	10.05
ZONE B		
ASSISTANT ENGINEER.....	\$ 37.66	10.05
ASSISTANT MATE.....	\$ 33.53	10.05
LEVERMAN, DIPPER FLOATING CLAMSHELL.....	\$ 40.12	10.05
LEVERMAN, HYDRAULIC.....	\$ 40.12	10.05
TENDERMAN.....	\$ 36.54	10.05
ZONE C		
ASSISTANT ENGINEER.....	\$ 38.66	10.05
ASSISTANT MATE.....	\$ 34.53	10.05
LEVERMAN, DIPPER FLOATING CLAMSHELL.....	\$ 41.12	10.05
LEVERMAN, HYDRAULIC.....	\$ 41.12	10.05
TENDERMAN.....	\$ 37.54	10.05

ZONE DESCRIPTION FOR DREDGING

 ZONE A - All jobs or projects located within 30 road miles of Portland City Hall.
 ZONE B - Over 30-50 road miles from Portland City Hall.
 ZONE C - Over 50 road miles from Portland City Hall.

 *All jobs or projects shall be computed from the city hall by the shortest route to the geographical center of the project.

 ENGI0701-005 01/01/2008

ZONE 1:

POWER EQUIPMENT OPERATORS (See Footnote C)

	Rates	Fringes
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Wage Determination
 OR PFH 22(14), McKenzie Highway

D-6

Power equipment operators:

GROUP 1.....	\$ 35.06	10.25
GROUP 1A.....	\$ 36.75	10.25
GROUP 1B.....	\$ 38.44	10.25
GROUP 2.....	\$ 33.55	10.25
GROUP 3.....	\$ 32.62	10.25
GROUP 4.....	\$ 31.75	10.25
GROUP 5.....	\$ 30.72	10.25
GROUP 6.....	\$ 27.94	10.25

Zone Differential (add to Zone 1 rates):

Zone 2 - \$2.00

Zone 3 - \$4.00

For the following metropolitan counties: MULTNOMAH; CLACKAMAS; MARION; WASHINGTON; YAMHILL; AND COLUMBIA; CLARK; AND COWLITZ COUNTY, WASHINGTON WITH MODIFICATIONS AS INDICATED:

All jobs or projects located in Multnomah, Clackamas and Marion Counties, West of the western boundary of Mt. Hood National Forest and West of Mile Post 30 on Interstate 84 and West of Mile Post 30 on State Highway 26 and West of Mile Post 30 on Highway 22 and all jobs or projects located in Yamhill County, Washington County and Columbia County and all jobs or projects located in Clark & Cowlitz County, Washington except that portion of Cowlitz County in the Mt. St. Helens "Blast Zone" shall receive Zone I pay for all classifications.

All jobs or projects located in the area outside the identified boundary above, but less than 50 miles from the Portland City Hall shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the Portland City Hall, but outside the identified border above, shall receive Zone III pay for all classifications.

For the following cities: ALBANY; BEND; COOS BAY; EUGENE; GRANTS PASS; KLAMATH FALLS; MEDFORD; ROSEBURG

All jobs or projects located within 30 miles of the respective city hall of the above mentioned cities shall receive Zone I pay for all classifications.

All jobs or projects located more than 30 miles and less than 50 miles from the respective city hall of the above mentioned cities shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the respective city hall of the above mentioned cities shall receive Zone III pay for all classifications.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

Wage Determination
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GROUP 1: CONCRETE: Batch Plant and/or Wet Mix Operator, three units or more; CRANE: Helicopter Operator, when used in erecting work; Whirley Operator, 90 ton and over; LATTICE BOOM CRANE: Operator 200 tons through 299 tons, and/or over 200 feet boom; HYDRAULIC CRANE: Hydraulic Crane Operator 90 tons through 199 tons with luffing or tower attachments; FLOATING EQUIPMENT: Floating Crane, 150 ton but less than 250 ton

GROUP 1A: HYDRAULIC CRANE: Hydraulic Operator, 200 tons and over (with luffing or tower attachment); LATTICE BOOM CRANE: Operator, 200 tons through 299 tons, with over 200 feet boom; FLOATING EQUIPMENT: Floating Crane 250 ton and over

GROUP 1B: LATTICE BOOM CRANE: Operator, 300 tons through 399 tons with over 200 feet boom; Operator 400 tons and over; FLOATING EQUIPMENT: Floating Crane 350 ton and over

GROUP 2: ASPHALT: Asphalt Plant Operator (any type); Roto Mill, pavement profiler, operator, 6 foot lateral cut and over; BLADE: Auto Grader or "Trimmer" (Grade Checker required); Blade Operator, Robotic; BULLDOZERS: Bulldozer operator over 120,000 lbs and above; Bulldozer operator, twin engine; Bulldozer Operator, tandem, quadnine, D10, D11, and similar type; Bulldozere Robotic Equipment (any type; CONCRETE: Batch Plant and/or Wet Mix Operator, one and two drum; Automatic Concrete Slip Form Paver Operator; Concrete Canal Line Operator; Concrete Profiler, Diamond Head; CRANE: Cableway Operator, 25 tons and over; HYDRAULIC CRANE: Hydraulic crane operator 90 tons through 199 tons (without luffing or tower attachment); TOWER/WHIRLEY OPERATOR: Tower Crane Operator; Whirley Operator, under 90 tons; LATTICE BOOM CRANE: 90 through 199 tons and/or 150 to 200 feet boom; CRUSHER: Crusher Plant Operator; FLOATING EQUIPMENT: Floating Clamshell, etc.operator, 3 cu. yds. and over; Floating Crane (derrick barge) Operator, 30 tons but less than 150 tons; LOADERS: Loader operator, 120,000 lbs. and above; REMOTE CONTROL: Remote controlled earth-moving equipment; RUBBER-TIRED SCRAPERS: Rubber-tired scraper operator, with tandem scrapers, multi-engine; SHOVEL, DRAGLINE, CLAMSHELL, SKOOPER OPERATOR: Shovel, Dragline, Clamshell, operator 5 cu. yds and over; TRENCHING MACHINE: Wheel Excavator, under 750 cu. yds. per hour (Grade Oiler required); Canal Trimmer (Grade Oiler required); Wheel Excavator, over 750 cu. yds. per hour; Band Wagon (in conjunction with wheel excavator); UNDERWATER EQUIPMENT: Underwater Equipment Operator, remote or otherwise; HYDRAULIC HOES-EXCAVATOR: Excavator over 130,000 lbs.; HYDRAULIC CRANE: Hydraulic crane operator, 50 tons through 89 tons (with luffing or tower attachment);

GROUP 3: BULLDOZERS: Bulldozer operator, over 70,000 lbs. up to and including 120,000 lbs.; HYDRAULIC CRANE: Hydraulic crane operator, 50 tons through 89 tons (without luffing or tower attachment); LATTICE BOOM CRANES: Lattice Boom

Wage Determination

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Crane-50 through 89 tons (and less than 150 feet boom);
FORKLIFT: Rock Hound Operator; HYDRAULIC HOES-EXCAVATOR:
excavator over 80,000 lbs. through 130,000 lbs.; LOADERS:
Loader operator 60,000 and less than 120,000; RUBBER-TIRED
SCRAPERS: Scraper Operator, with tandem scrapers;
Self-loading, paddle wheel, auger type, finish and/or 2 or
more units; SHOVEL, DRAGLINE, CLAMSHELL, SKOOPER OPERATOR:
Shovel, Dragline, Clamshell operators 3 cu. yds. but less
than 5 cu yds.

GROUP 4: ASPHALT: Screed Operator; Asphalt Paver operator
(screeman required); BLADE: Blade operator; Blade operator,
finish; Blade operator, externally controlled by
electronic, mechanical hydraulic means; Blade operator,
multi-engine; BULLDOZERS: Bulldozer Operator over 20,000
lbs and more than 100 horse up to 70,000 lbs; Drill Cat
Operator; Side-boom Operator; Cable-Plow Operator (any
type); CLEARING: Log Skidders; Chippers; Incinerator; Stump
Splitter (loader mounted or similar type); Stump Grinder
(loader mounted or similar type; Tub Grinder; Land Clearing
Machine (Track mounted forestry mowing & grinding machine);
Hydro Axe (loader mounted or similar type); COMPACTORS
SELF-PROPELLED: Compactor Operator, with blade; Compactor
Operator, multi-engine; Compactor Operator, robotic;
CONCRETE: Mixer Mobile Operator; Screed Operator; Concrete
Cooling Machine Operator; Concrete Paving Road Mixer;
Concrete Breaker; Reinforced Tank Banding Machine (K-17 or
similar types); Laser Screed; CRANE: Chicago boom and
similar types; Lift Slab Machine Operator; Boom type
lifting device, 5 ton capacity or less; Hoist Operator, two
(2) drum; Hoist Operator, three (3) or more drums; Derrick
Operator, under 100 ton; Hoist Operator, stiff leg, guy
derrick or similar type, 50 ton and over; Cableway Operator
up to twenty (25) ton; Bridge Crane Operator, Locomotive,
Gantry, Overhead; Cherry Picker or similar type crane hoist
five (5) ton capacity or less; Hydraulic Crane Operator,
under 50 tons; LATTICE BOOM CRANE OPERATOR: Lattice Boom
Crane Operator, under 50 tons; CRUSHER: Generator Operator;
Diesel- Electric Engineer; Grizzley Operator; DRILLING:
Drill Doctor; Boring Machine Operator; Driller-Percussion,
Diamond, Core, Cable, Rotary and similar type; Cat Drill
(John Henry); Directional Drill Operator over 20,000 lbs
pullback; FLOATING EQUIPMENT: Diesel-electric Engineer;
Jack Operator, elevating barges, Barge Operator,
self-unloading; Piledriver Operator (not crane type)
(Deckhand required); Floating Clamshell, etc. Operator,
under 3 cu. yds. (Fireman or Diesel-Electric Engineer
required); Floating Crane (derrick barge) Operator, less
than 30 tons; GENERATORS: Generator Operator;
Diesel-electric Engineer; GUARDRAIL EQUIPMENT: Guardrail
Punch Operator (all types); Guardrail Auger Operator (all
types); Combination Guardrail machines, i.e., punch auger,
etc.; HEATING PLANT: Surface Heater and Planer Operator;
HYDRAULIC HOES EXCAVATOR: Robotic Hydraulic backhoe
operator, track and wheel type up to and including 20,000
lbs. with any or all attachments; Excavator Operator over
20,000 lbs through 80,000 lbs.; LOADERS: Belt Loaders,

Wage Determination

OR PFH 22(14), McKenzie Highway

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Kolman and Ko Cal types; Loaders Operator, front end and overhead, 25,000 lbs and less than 60,000 lbs; Elevating Grader Operator by Tractor operator, Sierra, Euclid or similar types; PILEDRIVERS: Hammer Operator; Piledriver Operator (not crane type); PIPELINE, SEWER WATER: Pipe Cleaning Machine Operator; Pipe Doping Machine Operator; Pipe Bending Machine Operator; Pipe Wrapping Machine Operator; Boring Machine Operator; Back Filling Machine Operator; REMOTE CONTROL: Concrete Cleaning Decontamination Machine Operator; Ultra High Pressure Water Jet Cutting Tool System Operator/Mechanic; Vacuum Blasting Machine Operator/mechanic; REPAIRMEN, HEAVY DUTY: Diesel Electric Engineer (Plant or Floating); Bolt Threading Machine operator; Drill Doctor (Bit Grinder); H.D. Mechanic; Machine Tool Operator; RUBBER-TIRED SCRAPERS: Rubber-tired Scraper Operator, single engine, single scraper; Self-loading, paddle wheel, auger type under 15 cu. yds.; Rubber-tired Scraper Operator, twin engine; Rubber-tired Scraper Operator, with push-pull attachments; Self Loading, paddle wheel, auger type 15 cu. yds. and over, single engine; Water pulls, water wagons; SHOVEL, DRAGLINE, CLAMSHELL, SKOOPER OPERATOR: Diesel Electric Engineer; Stationary Drag Scraper Operator; Shovel, Dragline, Clamshell, Operator under 3 cy yds.; Grade-all Operator; SURFACE (BASE) MATERIAL: Blade mounted spreaders, Ulrich and similar types; TRACTOR-RUBBERED TIRED: Tractor operator, rubber-tired, over 50 hp flywheel; Tractor operator, with boom attachment; Rubber-tired dozers and pushers (Michigan, Cat, Hough type); Skip Loader, Drag Box; TRENCHING MACHINE: Trenching Machine operator, digging capacity over 3 ft depth; Back filling machine operator; TUNNEL: Mucking machine operator

GROUP 5: ASPHALT: Extrusion Machine Operator; Roller Operator (any asphalt mix); Asphalt Burner and Reconditioner Operator (any type); Roto-Mill, pavement profiler, ground man; BULLDOZERS: Bulldozer operator, 20,000 lbs. or less or 100 horse or less; COMPRESSORS: Compressor Operator (any power), over 1,250 cu. ft. total capacity; COMPACTORS: Compactor Operator, including vibratory; Wagner Factor Operator or similar type (without blade); CONCRETE: Combination mixer and Compressor Operator, gunite work; Concrete Batch Plant Quality Control Operator; Belcrete Operator; Pumpcrete Operator (any type); Pavement Grinder and/or Grooving Machine Operator (riding type); Cement Pump Operator, Fuller-Kenyon and similar; Concrete Pump Operator; Grouting Machine Operator; Concrete mixer operator, single drum, under (5) bag capacity; Cast in place pipe laying machine; maginnis Internal Full slab vibrator operator; Concrete finishing machine operator, Clary, Johnson, Bidwell, Burgess Bridge deck or similar type; Curb Machine Operator, mechanical Berm, Curb and/or Curb and Gutter; Concrete Joint Machine Operator; Concrete Planer Operator; Tower Mobile Operator; Power Jumbo Operator setting slip forms in tunnels; Slip Form Pumps, power driven hydraulic lifting device for concrete forms; Concrete Paving Machine Operator; Concrete

Wage Determination

OR PFH 22(14), McKenzie Highway

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Finishing Machine Operator; Concrete Spreader Operator; CRANE: Helicopter Hoist Operator; Hoist Operator, single drum; Elevator Operator; A-frame Truck Operator, Double drum; Boom Truck Operator; HYDRAULIC CRANE OPERATOR: Hydraulic Boom Truck, Pittman; DRILLING: Churn Drill and Earth Boring Machine Operator; Directional Drill Operator over 20,000 lbs pullback; FLOATING EQUIPMENT: Fireman; FORKLIFT: Lull Hi-Lift Operator or similar type; Fork Lift, over 5 ton and/or robotic; HYDRAULIC HOES EXCAVATORS: Hydraulic Backhoe Operator, wheel type (Ford, John Deere, Case type); Hydraulic Backhoe Operator track type up to and including 20,000 lbs.; LOADERS: Loaders, rubber-tired type, less than 25,000 lbs; Elevating Grader Operator, Tractor Towed requiring Operator or Grader; Elevating loader operator, Athey and similar types; OILERS: Service Oiler (Greaser); PIPELINE-SEWER WATER: Hydra hammer or simialr types; Pavement Breaker Operator; PUMPS: Pump Operator, more than 5 (any size); Pot Rammer Operator; RAILROAD EQUIPMENT: Locomotive Operator, under 40 tons; Ballast Regulator Operator; Ballast Tamper Multi-Purpose Operator; Track Liner Operator; Tie Spacer Operator; Shuttle Car Operator; Locomotive Operator, 40 tons and over; MATERIAL HAULRS: Cat wagon DJB's Volvo similar types; Conveyored material hauler; SURFACING (BASE) MATERIAL: Rock Spreaders, self-propelled; Pulva-mixer or similar types; Chiip Spreading machine operator; Lime spreading operator, construction job siter; SWEEPERS: Sweeper operator (Wayne type) self-propelled construction job site; TRACTOR-RUBBER TIRED: Tractor operator, rubber-tired, 50 hp flywheel and under; Trenching machine operator, maximum digging capacity 3 ft depth; TUNNEL: Dinkey

GROUP 6: ASPHALT: Plant Oiler; Plant Fireman; Pugmill Operator (any type); Truck mounted asphalt spreader, with screed; COMPRESSORS: Compressor Operator (any power), under 1,250 cu. ft. total capacity; CONCRETE: Plant Oiler, Assistant Conveyor Operator; Conveyor Operator; Mixer Box Operator (C.T.B., dry batch, etc.); Cement Hog Operator; Concrete Saw Operator; Concrete Curing Machine Operator (riding type); Wire Mat or Brooming Machine Operator; CRANE: Oiler; Fireman, all equipment; Truck Crane Oiler Driver; A-frame Truck Operator, single drum; Tugger or Coffin Type Hoist Operator; CRUSHER: Crusher Oiler; Crusher Feederman; CRUSHER: Crusher oiler; Crusher feederman; DRILLING: Drill Tender; Auger Oiler; FLOATING EQUIPMENT: Deckhand; Boatman; FORKLIFT: Self-propelled Scaffolding Operator, construction job site (excluding working platform); Fork Lift or Lumber Stacker Operator, construction job site; Ross Carrier Operator, construction job site; GUARDRAIL EQUIPMENT: Oiler; Auger Oiler; Oiler, combination guardrail machines; Guardrail Punch Oiler; HEATING PLANT: Temporary Heating Plant Operator; LOADERS: Bobcat, skid steer (less than 1 cu yd.); Bucket Elevator Loader Operator, BarberGreene and similar types; OILERS: Oiler; Guardrail Punch Oiler; Truck Crane Oiler- Driver; Auger Oiler; Grade Oiler, required to

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check grade; Grade Checker; PIPELINE-SEWER WATER: Tar Pot Fireman; Tar Pot Fireman (power agitated); PUMPS: Pump Operator (any power); Hydrostatic Pump Operator; RAILROAD EQUIPMENT: Brakeman; Oiler; Switchman; Motorman; Ballast Jack Tamper Operator; SHOVEL, DRAGLINE, CLAMSHELL, SKOOPER, ETC. OPERATOR: Oiler, Grade Oiler (required to check grade); Grade Checker; Fireman; SWEEPER: Broom operator, self propelled, construction job site; SURFACING (BASE) MATERIAL: Roller Operator, grading of base rock (not asphalt); Tamping Machine operator, mechanical, self-propelled; Hydrographic Seeder Machine Operator; TRENCHING MACHINE: Oiler; Grade Oiler; TUNNEL: Conveyor operator; Air filtration equipment operator

FOOTNOTE C:

HANDLING OF HAZARDOUS WAST MATERIALS - Personnel in all craft classifications subject to working inside a federally designated Hazardous Waste perimeter shall be eligible for compensation in accordance with the following group schedule relative to the level of Hazardous Waste as outline in the specific Hazardous Waste Project Site Safety Plan:

- H-1 Base Wage Rate when on a hazardous waste site when not outfitted with protective clothing.
- H-2 Class "C" Suit - Basic hourly wage rate plus \$1.00 per hour, fringes plus \$0.15.
- H-3 Class "B" Suit - Basic hourly wage rate plus \$1.50 per hour, fringes plus \$0.15.
- H-4 Class "A" Suit -Basic hourly wage rate plus \$2.00 per hour, fringes plus \$0.15.

IRON0029-004 07/01/2007

	Rates	Fringes
IRONWORKER.....	\$ 30.25	15.52

LABO0001-006 06/01/2007

	Rates	Fringes
Mason Tender/Hod Carrier Tenders to Bricklayers, Tile Setters, Marble Setters and Terrazzo Workers, Topping for Cement Finishers and Mortar Mixers.....	\$ 25.14	11.07

LABO0003-003 06/01/2007

ZONE 1:

LABORERS (SEE FOOTNOTE C)

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	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 23.12	11.07
GROUP 2.....	\$ 23.72	11.07
GROUP 3.....	\$ 24.16	11.07
GROUP 4.....	\$ 24.54	11.07
GROUP 5.....	\$ 20.12	11.07

Zone Differential (Add to Zone 1 rates):

Zone 2 - \$0.65
Zone 3 - 1.15
Zone 4 - 1.70
Zone 5 - 2.75

ZONE 1 - All jobs or projects located within 30 miles of the respective City Hall

ZONE 2 - More than 30 miles and less than 40 miles from the respective City Hall

ZONE 3 - More than 40 miles and less than 50 miles from the respective City Hall

ZONE 4 - More than 50 miles and less than 80 miles from the respective City Hall

ZONE 5 - More than 80 miles from the respective City Hall.

BASEPOINTS:

ALBANY	ASTORIA	BAKER CITY
BEND	BURNS	COOS BAY
EUGENE	GRANTS PASS	HERMISTON
KLAMATH FALLS	MEDFORD	PENDLETON
PORTLAND	ROSEBURG	SALEM
THE DALLES		

LABORER CLASSIFICATIONS

GROUP 1: Asphalt Spreaders; Asphalt Plant Laborers; Batch Weighman; Broomers; Brush Burners and Cutters; Car and Truck Loaders; Carpenter Tender; Change-House Man or Dry Shack Man; Choke Setter; Cleanup Laborers; Curing, Concrete; Demolition, Wrecking, and Moving Laborers; Dumpers, road oiling crew; Dumpmen (for grading crew); Elevator Feeders; Fine Graders; Fence Builders; Form Strippers (not swinging stages); Guard Rail, Median Rail, Guide Post; Reference Post, Right-of-way Marker; Hazardous Waste Laborers; Landscaping or Planting Laborer; Leverman or Aggregate Spreader (Flaherty and similar types); Loading Spotters; Material Yard Man (including electrical); Pittsburgh Chipper Operator or similar types; Railroad Track Laborers; Ribbon Setters (including steel forms); Rip Rap Man (hand placed); Road Pump Tender; Sewer Labor; Signalman; Skipman; Slopers; Spraymen; Stake Chaser; Stockpiler; Tie Back Shoring; Timber Faller and Bucker (hand labor); Toolroom Man (at jobsite); Weight-Man-Crusher

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(aggregate when used); General Laborer

GROUP 2: Applicator (including Pot Tender for same), applying protective material by hand or nozzle on utility lines or storage tanks on project; Brush Cutters (power saw); Burners; Choker Splicer; Clary Power Spreader and similar types; Clean-up Nozzleman-Green-Cutter (concrete, rock, etc.); Concrete Laborer; Concrete Power Buggyman; Crusher Feeder; Demolition and Wrecking Charred Materials; Dropping and Wrapping Pipe; Gunitite Nozzleman Tender; Gunitite or Sand Blasting Pot Tender; Handlers or Mixers of all materials of an irritating nature (including cement and lime); Post Hole Diggers, Air, Gas or Electric; Sand Blasting (wet); Tampers; Tool Operators (includes but not limited to: Dry Pack Machine, Jackhammer, Chipping Guns, Paving Breakers)

GROUP 3: Asbestos removal (structural removal only); Bit Grinder; Concrete Saw Operator; Drill Doctor; Drill Operators (Air Tracks, Cat Drills, Wagon Drills, Rubber-mounted Drills, and other similar types, including at crusher plants); Manhole Builder; Nippers and Timbermen; Power Saw Operators (bucking and falling); Sand Blasting (dry); Sewer Timberman; Track Liners, Anchor Machines, Ballast Regulators, Multiple Tampers, Power Jacks; Tugger Operator; Vibrator-all types; Vibrating Screed; Water Blaster

GROUP 4: Asphalt Rakers; Concrete Nozzleman; Grade Checker; Gunitite Nozzleman; High Scalers, Strippers and Drillers (covers work in swinging stages, chairs or belts, under extreme conditions unusual to normal drilling, blasting, barring-down, or sloping and stripping); Pipe Layers-All types; Powdermen; Pumpcrete Nozzlemen; Loop Installation; Tunnel-miner; Tunner- powderman; Motorman-Dinky Locomotive; Shield Operator; Tunnel Bullgang (above ground); Tunnel Chuck Tenders; Tunnel-Muckers, Brakemen, Concrete Crew, Bull Gang (underground)

GROUP 5: Traffic Flaggers

FOOTNOTE C:

HANDLING OF HAZARDOUS WAST MATERIALS - Personnel in all craft classifications subject to working inside a federally designated Hazardous Waste perimeter shall be eligible for compensation in accordance with the following group schedule relative to the level of Hazardous Waste as outline in the specific Hazardous Waste Project Site Safety Plan:

H-1 Base Wage Rate when on a hazardous waste site when not outfitted with protective clothing.

H-2 Class "C" Suit - Basic hourly wage rate plus \$1.00 per hour, fringes plus \$0.15.

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H-3 Class "B" Suit - Basic hourly wage rate plus \$1.50 per hour, fringes plus \$0.15.

H-4 Class "A" Suit -Basic hourly wage rate plus \$2.00 per hour, fringes plus \$0.15.

 PAIN0055-001 04/01/2008

	Rates	Fringes
Painters: Commercial		
BAKER, BENTON, CLATSOP, CROOK, DESCHUTES, GRANT, GILLIAM, HARNEY, JEFFERSON, LAKE, LANE, LINN, LINCOLN, MALHEUR, MARION, POLK, TILLAMOOK, SHERMAN, UNION, WHEELER AND YAMHILL COUNTIES		
High work-All work 60 feet or higher.....	\$ 19.63	7.05
Painters.....	\$ 18.88	7.05
CLACKAMAS, COLUMBIA, HOOD RIVER, MULTNOMAH, MORROW, UMATILLA, WALLOWA, WASCO AND WASHINGTON COUNTIES		
High work-All work 60 feet or higher.....	\$ 20.63	7.05
Painters.....	\$ 19.88	7.05
JACKSON AND KLAMATH COUNTIES		
High Work-All Work 60 feet or higher.....	\$ 16.88	7.05
Painters.....	\$ 17.63	7.05
Painters: Industrial		
BAKER, BENTON, CLATSOP, CROOK, DESCHUTES, GRANT, GILLIAM, HARNEY, JEFFERSON, LAKE, LANE, LINN, LINCOLN, MALHEUR, MARION, POLK, TILLAMOOK, SHERMAN, UNION, WHEELER AND YAMHILL COUNTIES		
Brush and Roller.....	\$ 19.48	7.05
High work - All work 60 feet or higher.....	\$ 20.23	7.05
Spray and Sandblasting.....	\$ 20.08	7.05
CLACKAMAS, COLUMBIA, HOOD RIVER, MULTNOMAH, MORROW, UMATILLA, WALLOWA, WASCO AND WASHINGTON COUNTIES		
Brush and Roller.....	\$ 20.48	7.05
High work-All work 60 feet or higher.....	\$ 21.23	7.05
Spray & Sandblasting.....	\$ 21.08	7.05
JACKSON AND KLAMATH COUNTIES		

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 OR PFH 22(14), McKenzie Highway

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Brush & Roller.....	\$ 17.48	7.05
High work-All work 60 feet or higher.....	\$ 18.23	7.05
Spray, Sandblasting.....	\$ 18.08	7.05

PAIN0055-005 06/01/2007

	Rates	Fringes
Painters:		
HIGHWAY & PARKING LOT STRIPER.....	\$ 28.27	8.27

PLAS0555-001 06/01/2008

ZONE 1:

	Rates	Fringes
Cement Masons: (ZONE 1)		
CEMENT MASONS DOING BOTH COMPOSITION/POWER MACHINERY AND SUSPENDED/HANGING SCAFFOLD..	\$ 27.87	14.83
CEMENT MASONS ON SUSPENDED, SWINGING AND/OR HANGING SCAFFOLD.....	\$ 27.34	14.83
CEMENT MASONS.....	\$ 26.80	14.83
COMPOSITION WORKERS AND POWER MACHINERY OPERATORS...	\$ 27.34	14.83

Zone Differential (Add To Zone 1 Rates):
 Zone 2 - \$0.65
 Zone 3 - 1.15
 Zone 4 - 1.70
 Zone 5 - 3.00

BASE POINTS: BEND, CORVALLIS, EUGENE, MEDFORD, PORTLAND, SALEM, THE DALLES, VANCOUVER

ZONE 1: Projects within 30 miles of the respective city hall

ZONE 2: More than 30 miles but less than 40 miles from the respective city hall.

ZONE 3: More than 40 miles but less than 50 miles from the respective city hall.

ZONE 4: More than 50 miles but less than 80 miles from the respective city hall.

ZONE 5: More than 80 miles from the respective city hall

PLUM0290-005 04/01/2008

BENTON, CLACKAMAS, CLATSOP, COLUMBIA, COOS, CROOK, CURRY, DESCHUTES, DOUGLAS, GILLIAM, GRANT AND HARNEY (those portions

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which lies north and west of a north-south line drawn from the town of John Day to a point five miles east of the town of Burns and three miles south of Burns thence on an airline through the town of Wagontire west to the County lines), HOOD RIVER, JACKSON, JEFFERSON, JOSEPHINE, KLAMATH, LAKE, LANE, LINCOLN, LINN, MARION, MULTNOMAH, POLK, SHERMAN, TILLAMOOK, WASCO, WASHINGTON, WHEELER AND YAMHILL COUNTIES

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 35.69	16.39

PLUM0296-004 06/01/2007		

BAKER, HARNEY (Remainder of County) AND MALHEUR COUNTIES

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 25.83	10.12

PLUM0598-008 06/01/2008		

GRANT (Remainder of County), MORROW, UMATILLA, UNION AND WALLOWA COUNTIES

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 38.64	19.10

SUOR1991-003 04/01/1991		

	Rates	Fringes
Timber Sales Roads:		
LABORERS.....	\$ 8.35	4.30
OPERATING ENGINEERS.....	\$ 10.37	4.15
POWER SAW, DRILLER, POWDERMAN.....	\$ 9.12	4.30
TEAMSTERS.....	\$ 9.74	3.74

TEAM0037-004 06/01/2008		

ZONE 1:

TRUCK DRIVERS (See Footnote C):

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 26.40	11.91
GROUP 2.....	\$ 26.52	11.91
GROUP 3.....	\$ 26.65	11.91
GROUP 4.....	\$ 26.91	11.91
GROUP 5.....	\$ 27.13	11.91
GROUP 6.....	\$ 27.29	11.91

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GROUP 7.....\$ 27.49 11.91

Zone Differential (add to Zone 1 rates):

- Zone 2 - \$0.65
- Zone 3 - 1.15
- Zone 4 - 1.70
- Zone 5 - 2.75

Zone 1 - All jobs or projects located within 30 miles of the respective City Hall

Zone 2 - More than 30 miles and less than 40 miles from the respective City Hall

Zone 3 - More than 40 miles and less than 50 miles from the respective City Hall

Zone 4 - More than 50 miles and less than 80 miles from the respective City Hall

Zone 5 - More than 80 miles from the respective City Hall

BASEPOINTS:

ALBANY	ASTORIA	BAKER
BEND	BINGEN	BROOKINGS
BURNS	COOS BAY	CORVALLIS
EUGENE	GOLDENDALE	GRANTS PASS
HERMISTON	HOOD RIVER	KLAMATH FALLS
LAGRANDE	LAKEVIEW	LONGVIEW
MADRAS	MEDFORD	MCMINNVILLE
OREGON CITY	NEWPORT	ONTARIO
PENDLETON	PORTLAND	PORT ORFORD
REEDSPORT	ROSEBURG	SALEM
THE DALLES	TILLAMOOK	VANCOUVER

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: A-frame or hydra-lift truck w/load bearing surface; Articulated dump truck; Battery rebuilders; Bus or manhaul driver; Concrete buggies (power operated); Concrete pump truck; Dump trucks, side, end and bottom dumps, including semi-trucks and trains or combinations thereof: up to and including 10 cu. yds.; Lift jitneys, fork lifts (all sizes in loading, unloading and transporting material on job site); Loader and/or leverman on concrete dry batch plant (manually operated); Lubrication man, fuel truck driver, tireman, wash rack, steam cleaner or combination; Pilot car; Pickup truck; Slurry truck driver or leverman; Solo flat bed and misc. body truck, 0-10 tons; Team drivers; Tireman; Transit mix and wet or dry mix trucks: 5 cu yds. and under; Water wagons (rated capacity) up to 3,000 gallons

GROUP 2: Boom truck/hydra-lift or retracting crane; Challenger; Dumpsters or similar equipment-all sizes; Dump trucks/articulated dumps 6 cu to 10 cu.; Flaherty spreader driver or leverman; Low bed equipment, flat bed semi-truck and trailer or doubles transporting equipment or wet or dry

Wage Determination
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materials; Lumber carrier, driver-straddle carrier (used in loading, unloading and transporting of materials on job site); Oil distributor driver or leverman; Transit mix and wet or dry mix trucks: over 5 cu yds and including 7 cu. yds; Vacuum trucks; Water Wagons (rated capacity) over 3,000 to 5,000 gallons

GROUP 3: Ammonia nitrate distributor driver; Dump trucks, side, end and bottom dumps, including semi-trucks and trains or combinations thereof: over 10 cu. yds. and including 30 cu. yds., includes articulated dump trucks; Self-Propelled street sweeper; Transit mix and wet or dry mix trucks, over 7 cu. yds. and including 11 cu. yds.; truck mechanic-Welder-Body repairman; Utility and clean-up truck; Water wagons (rated capacity) 5,000 to 10,000 gallons.

GROUP 4: Asphalt Bruner; Dump trucks, side, end and bottom dumps, including semi-trucks and trains or combinations thereof: over 30 cu. yds. and including 50 cu. yds. includes articulated dump trucks; Fire guard; Transit Mix and Wet or Dry Mix Trucks, over 11 cu. yds. and including 15 cu. yds.; Water Wagon (rated capacity) over 10,000 gallons to 15,000 gallons

GROUP 5: Composite Crewman; Dump trucks, side, end and bottom dumps, including semi-trucks and trains or combinations thereof: over 50 cu. yds. and including 60 cu. yds., includes articulated dump trucks

GROUP 6: Bulk cement spreader w/o auger; Dry Pre-Batch concrete mix trucks; Dump trucks, side, end and bottom dumps, including semi-trucks and trains of combinations thereof: over 60 cu. yds. and including 80 cu. yds. and includes articulated dump trucks; Skid truck

GROUP 7: Dump trucks, side, end and bottom dumps, including semi-trucks and trains or combinations thereof: over 80 cu. yds. and including 100 cu. yds. includes articulated dump trucks; Industrial lift truck (mechanical tailgate)

FOOTNOTE C:

HANDLING OF HAZARDOUS WAST MATERIALS -(LABORERS, POWER EQUIPMENT OPERATORS, AND TRUCK DRIVERS): Personnel in all craft classifications subject to working inside a federally designated Hazardous Waste perimeter shall be eligible for compensation in accordance with the following group schedule relative to the level of Hazardous Waste as outline in the specific Hazardous Waste Project Site Safety Plan:

H-1 Base Wage Rate when on a hazardous waste site when not outfitted with protective clothing.

H-2 Class "C" Suit - Basic hourly wage rate plus \$1.00 per hour, fringes plus \$0.15.

Wage Determination
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H-3 Class "B" Suit - Basic hourly wage rate plus \$1.50 per hour, fringes plus \$0.15.

H-4 Class "A" Suit -Basic hourly wage rate plus \$2.00 per hour, fringes plus \$0.15.

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

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an

Wage Determination
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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.

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END OF GENERAL DECISION



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)

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Section 101.—TERMS, FORMAT, AND DEFINITIONS

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**

102.05A Contract Award. (Added Subsection.)

Follow the requirements of FAR Clause 52.214-19, Contract Award - Sealed Bidding - Construction.

The successful bidder 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 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 contract 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. Amend as follows:

Add the following paragraph:

(c) As-built working drawings. Furnish as-built working drawings. The Government will provide one set 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

- (a) Revisions to the alignment;
- (b) Changes in the construction limits;
- (c) Revisions in location, type, and grade of road approaches;
- (d) Location, size, and type of underdrains;
- (e) Location, length and skew of culverts;
- (f) Location, length, stationing, and type of retaining walls; and
- (g) Location and type of delineators.

(3) Miscellaneous

- (a) Revisions to parking areas or turnouts; and
- (b) Final location, type and size of signs, etc.

Provide one paper as-built set of working drawings for review. 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.

Scan the drawings to produce clear, colored images. Develop separate files for each plan section and create an index by bookmarking each sheet. Furnish the electronic version in PDF format on CD or DVD. Return one paper and one electronic set of corrected as-built drawings to the CO within 5 working days of the final inspection.

104.05 Load Restrictions. Add the following:

Vehicles greater than 35 feet in length are restricted on the McKenzie Highway from approximately MP 61 to approximately MP 86. Comply with this restriction when hauling material and equipment to and from the project; except, vehicles over 35 feet in length will be allowed:

- (a) Within the project limits or areas closed to public traffic, provided traffic control is provided according to Section 156.
- (b) Outside the project limits or areas open to public traffic, provided a permit is obtained from the Oregon Department of Transportation, Motor Carrier Division. Permit conditions may require use of pilot cars and may restrict hours when over length vehicles may use the road. The specific conditions of the permit will be determined by the Motor Carrier Division during review of the permit application.

Section 105.— CONTROL OF MATERIAL

105.02 Material Sources. Amend as follows:

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

Government-provided sources for this project are identified as follows:

Obtain material for use as boulders under Section 251 from Clear Lake Source. Approximate Global Positioning System (GPS) Coordinates for the source are 44° 19' 31" N; 121° 59' 35" W.

If material is obtained from the Clear Lake Source, enter into a mineral use agreement with the USDA Forest Service and provide one copy of the sign agreement to the CO before removing material from the source. An example of a mineral use agreement has been included in Appendix K.

There is no charge for material taken from the Clear Lake Source.

There are no other Government-provided sources for this project.

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

Obtain permits and clearances according to Subsection 107.10.

Add the following:

All material transported onto the National Forest System land shall be weed-free. Submit documentation to the CO certifying that all Contractor-furnished material is free of weeds, and describing the methods used to determine weed-free condition (see Subsection 107.10 for additional requirements.).

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

Use the designated areas located at the beginning of the project and at the Scott Lake road junction as indicated on the Plans for staging; remixing of asphalt pavement if necessary; for storing of materials such as culverts, delineators, and traffic control devices; and for equipment parking. When using the area at the beginning of the project, provide access to the White Branch Youth Camp.

Use only existing gravel and paved pullouts for equipment parking. Do not store or park vehicles or equipment on undisturbed areas. Do not use the parking areas at Proxy Falls, Alder Springs, or Dee Wright Observatory.

After operations are complete, remove all materials from the designated staging areas and grade the area to drain. Place a minimum 2 inches of roadway aggregate according to Section 308 over the staging area at the beginning of the project.

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.

Section 106.— ACCEPTANCE OF WORK

106.01 Conformity with Contract Requirements. Amend as follows:

Delete the second paragraph and substitute 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 28th 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 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:

All specification limits, tolerances, test results, and related calculations are according to AASHTO R 11, Absolute Method.

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.
- Standard WFLHD Method of Test for Accelerated Weathering of Aggregate by Use of Dimethyl Sulfoxide (DMSO);
- Highway Research Board Bulletin No. 319, "The Humphres Method of Granular Soils", dated 1962;
- Form FHWA-1641, "Worksheet for Superpave Asphalt Concrete Mix Design, AASHTO R 35";

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- Standard WFLHD Test Method for Determining Asphalt Content in Asphalt Paving Mixtures by the Ignition Method; and
- WFLHD Field Note Samples, dated April 2004.

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

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.

Table 106-2 Pay Factors

PAY FACTOR		Minimum Required Percent of Work Within Specification Limits for a Given Pay Factor (P _U + P _L) – 100															
Category	I	II	n=3	n=4	n=5	n=6	n=7	n=8	n=9	n=10 to n=11	n=12 to n=14	n=15 to n=17	n=18 to n=22	n=23 to n=29	n=30 to n=42	n=43 to n=66	n=67 to ∞
			1.05								100	100	100	100	100	100	100
1.04						100		99	97	95	96	96	96	97	97	97	97
1.03					100	98		96	94	92	93	93	94	95	95	96	96
1.02						99		94	91	89	90	91	92	93	93	94	94
1.01			100	100	100	98	95	92	89	87	88	89	90	91	92	92	93
1.00			69	75	78	80	82	83	84	85	86	87	88	89	90	91	92
0.99			66	72	76	78	80	81	82	83	84	85	86	87	89	90	91
0.98			64	70	74	76	78	79	80	81	82	84	85	86	87	88	90
0.97			63	68	72	74	76	77	78	79	81	82	83	84	86	87	88
0.96			61	67	70	72	74	75	76	78	79	81	82	83	84	86	87
0.95	1.00		59	65	68	71	72	74	75	76	78	79	80	82	83	84	86
0.94	0.99		58	63	67	69	71	72	73	75	76	78	79	80	82	83	85
0.93	0.98		57	62	65	67	69	71	72	73	75	76	78	79	80	82	84
0.92	0.97		55	60	63	66	68	69	70	72	73	75	76	78	79	81	82
0.91	0.96		54	59	62	64	66	68	69	70	72	74	75	76	78	79	81
0.90	0.95		53	57	61	63	65	66	67	69	71	72	74	75	77	78	80
0.89	0.94		51	56	59	62	63	65	66	68	69	71	72	74	75	77	79
0.88	0.93		50	55	58	60	62	64	65	66	68	70	71	73	74	76	78
0.87	0.92		49	53	57	59	61	62	63	65	67	68	70	71	73	75	77
0.86	0.91		48	52	55	58	59	61	62	64	66	67	69	70	72	74	76

Note: If the value of (P_U + P_L) – 100 does not correspond to a (P_U + P_L) – 100 value in this table, use the next smaller (P_U + P_L) – 100 value.

(continued)

Table 106-2 Pay Factors (continued)

PAY FACTOR		Minimum Required Percent of Work Within Specification Limits for a Given Pay Factor (P _U + P _L) - 100														
		n=3	n=4	n=5	n=6	n=7	n=8	n=9	n=10 to n=11	n=12 to n=14	n=15 to n=17	n=18 to n=22	n=23 to n=29	n=30 to n=42	n=43 to n=66	n=67 to ∞
Category	I															
	II															
	0.85	46	51	54	56	58	60	61	62	64	66	67	69	71	72	75
	0.84	45	49	53	55	57	58	60	61	63	65	66	68	70	71	73
	0.83	44	48	51	54	56	57	58	60	62	64	65	67	69	70	72
	0.82	43	47	50	53	54	56	57	59	61	62	64	66	67	69	71
	0.81	41	46	49	51	53	55	56	58	59	61	63	64	66	68	70
	0.80	40	44	48	50	52	54	55	56	58	60	62	63	65	67	69
	0.79	39	43	46	49	51	52	54	55	57	59	61	62	64	66	68
	0.78	38	42	45	48	50	51	52	54	56	58	59	61	63	65	67
	0.77	36	41	44	46	48	50	51	53	55	57	58	60	62	64	66
	0.76	35	39	43	45	47	49	50	52	54	56	57	59	61	63	65
	0.75	33	38	42	44	46	48	49	51	53	54	56	58	60	62	64
REJECT	0.79	32	37	40	43	45	47	48	49	52	53	55	57	59	60	63
	0.78	30	36	39	42	44	45	47	48	50	52	54	56	57	59	62
	0.77	28	34	38	41	43	44	46	47	49	51	53	55	56	58	61
	0.76	27	33	37	39	42	43	45	46	48	50	52	53	55	57	60
	0.75	25	32	36	38	40	42	43	45	47	49	51	52	54	56	59

Values Less Than Those Shown Above

Note: If the value of (P_U + P_L) - 100 does not correspond to a (P_U + P_L) - 100 value in this table, use the next smaller (P_U + P_L) - 100 value.

Section 107.— LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

107.01 Laws to be Observed. Add the following:

Comply with the terms and conditions included in the Erosion and Sedimentation Control Plan (See Section I).

Remove and dispose of temporary erosion control measures according to Subsection 157.13.

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:

The McKenzie Highway and the adjacent remaining features of the wagon road are considered historic resources. Use extreme care when working around and adjacent to highway or remaining features of the wagon road. Do not alter, damage, or remove these structures without prior approval by the CO unless otherwise indicated in the Plans.

Do not adversely impact or damage resources within the scope of the Historic Preservation Act (16 USC 470f, 36 CFR 800). Implement measures to ensure protection of the historic resources and conduct on-site training for all employees and subcontractors regarding actions to be taken to protect the resources. If damage occurs, immediately stop work and immediately notify the CO of the damage.

Paleontological remains and archeological specimens found within the construction area are the property of the United States Government and will be removed only by authorized 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.

107.03A Public Notice. (Added Subsection.)

Publish notices of the road work in local newspapers and on local radio stations. Include a description of the work, road closure period, expected delays if the road is open to traffic, and periods when the road is open to traffic without delays. Issue the notice at least 15 days before beginning work on the project and whenever significant changes are made that effect traffic control or access. Provide notices to the Oregon Department of Transportation, Springfield Office. Contact Joe Harwood at (541) 726-2442.

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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*.

107.10 Environmental Protection. Delete the text of this Subsection and substitute 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) Oil and Hazardous Substances. Submit a Spill Prevention, Control, and Countermeasure (SPCC) plan for sites that meet the requirements of 40 CFR Part 112. Owners and operators must comply by July 1, 2009.

At present, a SPCC plan is required on or before July 1, 2009 for sites in operation after July 1, 2009 that store petroleum and synthetic oil products with a maximum above-ground combined capacity greater than 1,320 gallons (5,000 liters). This includes bulk storage containers (including tanks on trucks and construction equipment used to store and transfer oil products) with a capacity greater than 55 gallons (210 liters). It does not include tanks used primarily to power the movement of the motor vehicle or ancillary onboard oil-filled operational equipment.

Submit the SPCC plan at least 2 days before beginning work for projects beginning after July 1, 2009.

Submit and follow a Hazardous Spill Plan when a SPCC plan is not in effect. Submit the plan at least 2 days before beginning work. Develop a 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).

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

Immediately notify the CO of all hazardous spills.

(d) Noise Control. Comply with the following noise abatement measures:

- (1) Perform no construction within 1,000 feet of an occupied dwelling unit or campground on Sundays, legal holidays, or between the hours of 10:00 p.m. and 6:00 a.m. on other days.
- (2) Use equipment with sound control devices no less effective than those provided on the original equipment. Equipment with unmuffled exhausts is prohibited.
- (3) Use equipment complying with pertinent equipment noise standards of the EPA.
- (4) Locate stationary construction equipment as far from nearby noise sensitive properties as feasible.

(e) Water Pollutions Control Measures. Comply with the following requirements:

- (1) Install erosion and sediment control measures prior to performing ground disturbing work within 150 feet of any waterway or wetland. Keep in place until the project is complete (see Subsection 157.13.)
- (2) Do not locate staging areas within 150 feet of a waterway or wetland. Do not locate areas for non-workshift storage of equipment and vehicles within 150 feet of a waterway or wetland.
- (3) Implement containment measures adequate to prevent pollutants or construction and demolition materials, such as waste spoils, petroleum products, concrete saw cutting by-products, and sandblasting abrasives, from entering any waterway or wetland.
- (4) If flooding of the work area is expected to occur within 24 hours, evacuate areas used for staging, access roads, or storage and remove materials, equipment, and fuel.

(f) Other Requirements. Comply with the following requirements:

- (1) The boundary of the Three Sisters Wilderness is located on the south/east side of the highway from approximately MP 63.4 to the end of the project. The boundary of the Mt. Washington Wilderness is located on the north and west side of the highway from approximately MP 72 to the end of the project. The wilderness boundaries are as close as 66 feet from the highway centerline. Do not perform work or operate equipment within the wilderness areas.
- (2) Due to the presence of Species Protected under the Endangered Species Act of 1971, the following restrictions apply:
 - Use of helicopters, on-site rock crushing or blasting will not be permitted;
 - Removal of conifer trees over 6-inches DBH will not be permitted; and
 - Work prior to March 1st of any year will not be permitted.

- (3) Report any observations of Northern Spotted Owl within the project area.
- (4) Where ground is disturbed outside of the grading limits, protect soil from compaction by applying wood chips.
- (5) Clean all construction equipment prior to use on the project. Clean hauling vehicles before their initial entry onto the project.
- (6) Furnish certified weed free materials. All materials transported onto National Forest System land will be weed-free. Written documentation of methods used to determine the weed-free status of any and all materials supplied will be furnished to the CO before transport of any materials onto National Forest Service System land. The US Forest Service, at the request of the CO, may provide trained personnel to survey and determine the appropriateness of material sources, management, storing and handling to ensure weed-free materials.

Section 108.— PROSECUTION AND PROGRESS

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

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

Perform work under this contract according to the following:

- (a) Do not perform construction operations between 6 p.m. Friday and 6 a.m. the following Tuesday of the Labor Day weekends.
- (b) Limit work as provided for in Subsection 107.10.
- (c) Limit work as provided in Subsection 156.06.
- (d) Open the road to public traffic by the date provided for in Section 156.

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 1/2 mile of the project. Application of the Davis-Bacon Act for work sites beyond 1/2 mile of the project will be determined by the CO.

Work at the Clear Lake Material Source has been determined not to be adjacent or virtually adjacent to the project. Davis-Bacon Wage Rates will not apply.

The Oregon Department of Transportation (ODOT), McKenzie Bridge Maintenance Shop, at 56377 North Bank Road, McKenzie Bridge, Oregon has been determined not to be adjacent or virtually adjacent to the project. Davis-Bacon Wage Rates will not apply.

108.02 Subcontracting. Amend as follows:

Delete the first paragraph and substitute the following:

FAR clauses 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns, 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 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.

108.02A Subcontracting for HUBZone firms. (Added Subsection.)

Follow the requirements of §126.700 of Title 13 of the Code of Federal Regulations (13 CFR 126.700). In addition to the requirements in paragraph (d)(3) of FAR Clause 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (SBCs) comply with the following:

- At least 50% of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other qualified HUBZone small business concerns.
- The above requirement may be met by expending at least 50% of the cost of the contract incurred for personnel on the contractor's employees or it may subcontract up to 35% of the cost of the contract performance incurred for personnel to one or more qualified HUBZone SBCs.
- A qualified HUBZone SBC may not subcontract more than 50% of the cost of the contract incurred for personnel to non-qualified HUBZone SBCs.

Special Contract Requirements

Project: OR PFH 22(14), McKenzie Highway

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

108.04 Interim Completion Date. Added subsection.

Because time is of the essence in opening the road to public traffic, a monetary incentive is offered for early completion of the work. For each day prior to the end of the road closure, specified in Subsection 156.03, that the road is open to public traffic, payment to the contractor will be increased by an incentive amount of \$2,500.00 per day up to a maximum of \$25,000. The incentive amount will only apply to those days where the road is open to public traffic without subsequent closures. If public traffic passage through the project is delayed for longer than 2 hours, the road will be considered closed and no incentive payment made for any days prior to the closure.

Section 109.— MEASUREMENT AND PAYMENT

109.01 Measurement of Work. Delete the first sentence of paragraph six and substitute the following:

Prepare pay item measurement notes on “*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>.

109.02 Measurement Terms and Definitions. Amend the following:

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

(c) Cubic yard.

Delete the text of paragraph (m) and substitute 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 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.

109.06A Adjustments for Price Fluctuations. Added Subsection.

Price adjustments for pay items listed in Table 109-1 will be made when the price fluctuation for products used in the performance of the work exceed specified limits. Adjustments are not intended to compensate for normal day-to-day fluctuations, seasonal changes, or to serve as a guarantee of full compensation for price fluctuations. It does provide for sharing in a portion of the risk, which could result from unusual price fluctuations. No price adjustments will be made for work performed beyond the fixed completion date.

**Table 109-1
Pricing Adjustment Pay Items**

Pay Item Number	Pay Item Description	Product
20402	Subexcavation	Fuel
20410	Select borrow	Fuel
30802	Roadway aggregate	Fuel
40101	Superpave pavement	Asphalt binder & Fuel
40301	Hot asphalt concrete pavement	Asphalt binder & Fuel
40302	Hot asphalt concrete pavement, wedge and leveling course	Asphalt binder & Fuel

Monthly adjustments will be accrued with the payment or rebate to be made in the final voucher. A partial price adjustment payment may be made once every 12 months or when the unpaid accrued increase exceeds \$10,000 when requested in writing. The Government will withhold a rebate when the deductive accrual exceeds \$10,000.

The maximum allowable monthly and final adjustment for payment to the Contractor or rebate to the Government is limited to 50% of the Base Price Index.

(a) Asphalt Binder Adjustment. The Government will determine price indexes using price data obtained from the “Asphalt Weekly Monitor[®]” by Poten and Partners, Inc. The weekly high and low selling price data for PG 58-28 reported for West Coast/Northwest will be averaged and used to establish a Base Price Index (BPI) and a Monthly Performance Price Index (MPPI). These indexes are defined as follows:

(1) Base Price Index. The Base Price Index (BPI) is a price index determined by the arithmetic average for prices in the four “Asphalt Weekly Monitor[®]” publications immediately preceding the bid opening.

$$BPI_{(\text{Asphalt Binder})} = \$ \text{ [PRICE TO BE INSERTED AT AWARD] per ton}$$

(2) Monthly Performance Price Index. The Monthly Performance Price Index (MPPI) is the arithmetic average of the weekly price data from four “Asphalt Weekly Monitor[®]” publications issued before the last Wednesday of the month in which the work was performed.

The BPI and MPPI will be posted at

http://www.wfl.fhwa.dot.gov/construction/escalation/mckenzie_highway.htm

Price adjustments to asphalt binder will be calculated by the Government using a ratio of the MPPI/BPI to determine price adjustments as follows:

- **No Price Adjustment** – When the ratio MPPI/BPI falls within the range of 0.90 to 1.10, no price adjustment will be made for asphalt binder used in construction work performed during the relevant month.
- **Government Rebate** – When the ratio MPPI/BPI is calculated to be less than 0.90, the Government is due a rebate as follows:

$$\text{Government Rebate} = (0.90 - \text{MPPI/BPI}) (\text{BPI}) (Q)$$

- **Contractor Payment** - When the ratio MPPI/BPI is calculated to be greater than 1.10, the Contractor is due additional payment as follows:

$$\text{Contractor Payment} = (\text{MPPI/BPI} - 1.10) (\text{BPI}) (Q)$$

Where:

Q = Table 109-1 pay item quantity (tons) x (% Asphalt Binder/100). The percentage of asphalt binder as determined from the approved job-mix formula.

(b) Fuel Price Adjustment. The Government will determine price indexes for fuel using price data obtained from the Oil Price Information Service (OPIS) which publishes a daily report (Monday through Friday) on gasoline and distillate reseller prices. Gross No. 2 Distillate rack average price data for Ultra Low Sulfur No. 2 Diesel fuel reported for Portland, Oregon, PADD 5, Code 935 will be averaged and used to establish a Base Price Index (BPI) and a Monthly Performance Price Index (MPPI). These indexes are defined as follows:

(1) Base Price Index. The Base Price Index (BPI) is a price index determined by the arithmetic average as specified above, reported in the OPIS publications for the four weeks immediately preceding the bid opening.

BPI_(LOW SULFUR, NO. 2 DIESEL FUEL) = \$ [PRICE TO BE INSERTED AT AWARD] per U.S. gallon

(2) Monthly Performance Price Index. The Monthly Performance Price Index (MPPI) is the arithmetic average of the weekly price data from OPIS publications issued before the last Wednesday of the month in which the work was performed.

The BPI and MPPI will be posted at

http://www.wfl.fhwa.dot.gov/construction/escalation/mckenzie_highway.htm

Price adjustments to fuel will be calculated by the Government using a ratio of the MPPI/BPI to determine price adjustments as follows:

- **No Price Adjustment** – When the ratio MPPI/BPI falls within the range of 0.90 to 1.10, no price adjustment will be made for fuel used in construction work performed during the relevant month.
- **Government Rebate** – When the ratio MPPI/BPI is calculated to be less than 0.90, the Government is due a rebate as follows:

$$\text{Government Rebate} = (0.90 - \text{MPPI/BPI}) (\text{BPI}) (Q) (\text{FUF})$$

- **Contractor Payment** - When the ratio MPPI/BPI is calculated to be greater than 1.10, the Contractor is due additional payment as follows:

$$\text{Contractor Payment} = (\text{MPPI/BPI} - 1.10) (\text{BPI}) (Q) (\text{FUF})$$

Where:

Q = Quantity of work on the project during the progress payment period for pay items shown in Table 109-2.

FUF = Fuel Usage Factor shown in Table 109-2.

**Table 109-2
Fuel Usage Factors**

Pay Items	Fuel Usage Factor
Section 204 – Excavation and Embankment 20402 Subexcavation 20410 Select borrow	0.30 gallons/yard ³
Section 308 – Minor Crushed Aggregate 30802 Roadway aggregate	0.70 gallons/ton
Section 401 – Superpave Hot Asphalt Concrete Pavement 40101 Superpave pavement	2.40 gallons/ton
Section 403 – Hot Asphalt Concrete Pavement 40301 Hot asphalt concrete pavement 40302 Hot asphalt concrete pavement, wedge and leveling course	2.40 gallons/ton

(1) The Government will convert pay item quantities to match Fuel Usage Factor units.

109.08 Progress Payments. Amend as follows:

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

(b) Closing date and invoice submittal date. The closing date for progress payments will be the last day of the month. 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 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 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 152.— CONSTRUCTION SURVEY AND STAKING

Construction Requirements

152.02 General. Delete the text of this Subsection and substitute 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 will set a stake to identify the beginning and ending of the project. No other control will be furnished.

(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.

Special Contract Requirements

Project: OR PFH 22(14), McKenzie Highway

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

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. Delete the text of this Subsection and substitute the following:

Perform all survey, staking, recording of data, and calculations as necessary to construct the project from the initial layout to final completion. Reset stakes as many times as necessary to construct the work.

(a) Centerline Establishment. Where walls are constructed, establish roadway centerlines. The maximum spacing between centerline points is 10 feet.

Set centerline reference points to establish project stationing. Where pavement wedge or leveling course is constructed, the maximum longitudinal spacing between stakes is 25 feet. In all other areas, the maximum longitudinal spacing between stakes is 50 feet.

(b) Roadway cross-sections. In subexcavation areas, take roadway cross-sections normal to centerline at maximum 10 foot spacing.

(c) Grade finishing stakes. Where turnouts are constructed, set grade finishing stakes at the top of the aggregate course on the shoulder of the turnout. In parking areas, set grade finishing stakes along the edges of the parking area at the top of the aggregate course.

The maximum longitudinal spacing between stakes is 25 feet in curves, turnouts, and parking areas. The maximum longitudinal spacing is 50 in tangents. The maximum transverse spacing between stakes is 20 feet. Use brushes or guard stakes at each stake.

(d) Asphalt concrete pavement wedge and leveling course. Establish the centerline and shoulder finish grade profiles in areas to receive a pavement wedge or leveling course. Perform the following:

(1) Survey and record the existing pavement profile along the centerline and edges of the existing pavement every 25 feet along the length of the area receiving the pavement wedge or leveling course.

(2) Determine the finish grade profiles needed to obtain the required pavement cross slope indicated in the plans.

(3) Plot-to-scale the existing and finish grade profiles along the centerline and shoulders and submit the plotted profiles for approval.

(4) When the field design has been approved, set survey stakes and reference stakes to control placement of the pavement wedge or leveling course.

(e) Culverts. Stake culverts to fit field conditions. The location of culverts may differ from the plans. Perform the following:

- (1) Survey and record the ground profile along the culvert centerline.
- (2) Determine the slope catch points at the inlet and outlet.
- (3) Set reference points and record information necessary to determine culvert length and end treatments.
- (4) Plot-to-scale the profile along the culvert centerline. Show the natural ground, the flow line, the roadway section, and the culvert including end treatments and other appurtenances. Show elevations, grade, culvert length, and degree of elbow.
- (5) Submit the plotted field-design cross-section for approval of final culvert length and alignment.
- (6) When the field design has been approved, set drainage structure survey stakes, reference stakes, and stake inlet and outlet ditches to make the structure functional.
- (7) Stake or grade ditches to make the culvert functional.

(f) Gabion walls. Survey and record profile measurements along the face of the proposed wall and 5 feet in front of the wall face. Every 10 feet along the length of the wall and at all major breaks in terrain take cross-sections within the limits designated by the CO. For each cross-section, measure and record points every 10 feet and at all major breaks in terrain. Set adequate references and horizontal and vertical control points.

(g) Miscellaneous survey and staking. Perform all surveying, staking, and recording of data essential for establishing the layout and control of the following, as applicable:

- (1) Approach roads and trails;
- (2) Parking areas and turnouts;
- (3) Pavement milling areas;
- (4) Signs, delineators, and object markers; and
- (5) Pavement markings.

(h) Asphalt paver reference line. Set adequate horizontal control points or reference lines for asphalt concrete paver as specified in Subsection 401.13.

**Table 152-1
Construction Survey and Staking Tolerances**

Staking Phase	Horizontal	Vertical
Centerline points ⁽¹⁾	±0.16 feet	—
Cross-section points ⁽¹⁾	±0.16 feet	±0.16 feet
Culverts, ditches, and minor drainage structures	±0.16 feet	±0.06 feet
Retaining walls	±0.16 feet	±0.03 feet
Roadway subgrade finish stakes	±0.16 feet	±0.03 feet
Roadway finish grade stakes	±0.16 feet	±0.03 feet
Asphalt paver reference line	±2 inches	—

(1) Take the cross-sections normal to the centerline ±1 degree.

**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 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 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.

Construction Requirements

153.02 Personnel Qualifications. Furnish a quality control manager with at least five years experience as superintendent of highway construction projects.

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

Alternative quality control systems that meet the intent of this specification may be approved 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 cease work that will result in non-compliance with contract requirements.

Identify an alternate in the 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 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.

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

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. Quality control plans and activities provided under this specification are minimum requirements. Other quality control activities may be required to provide effective quality management.

Special Contract Requirements

Project: OR PFH 22(14), McKenzie Highway

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

- Construction Surveying and Staking (Section 152);
- Excavation and Embankment, all work except sloping, shaping, and finishing (Section 204);
- Special embankment (Section 252);
- Gabions (Section 253);
- Aggregate Courses (Sections 308);
- Asphalt Pavement (Sections 401, 403);
- Pavement Milling (Section 413);
- Drainage Structures (Sections 602, 605); and
- Pavement Markings (Section 634).

Use “*Contractor Quality Control Plan*” (Form WFLHD 471) to prepare the quality control plan for each work feature. For an electronic version of the form go to <http://www.wfl.fha.dot.gov/other/it/forms/wflhd471.xls>.

Complete the first three columns of form WFLHD 471 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 CO for approval. Provide statement and signature of verification according to Subsection 106.03;
- (3) Check site conditions for constructability, including staging, disposal and storage areas. Verify materials delivered to the site conform to accepted materials certifications, submittals, plans and contract requirements prior to 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 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. Verify by including as a minimum the:

- quality control inspection and measurement requirements in Table 153-2;
- quality control sampling and testing requirements in Table 153-1; and
- sampling and testing requirements at the end of each specific Section.

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

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

(10) 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 completed is in nonconformance with 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 prework meeting (Activity 6) is performed.

(1) QC Reports - Report quality control meetings, reviews, inspections, measurements, testing activities, corrective actions, and discussions that verify work meets requirements as quality control activities listed in “*Contractor Quality Control Plan*” (Form WFLHD 471) 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:

"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."

(2) Notification of Completion of Work - Submit a completed “*Notification of Completion 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 listed in Subsection 153.04(a) are completed, fill in the last two columns of WFLHD 471. 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 in Table 153-1.

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 worksheets 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.

Allow 1 working day for the following work to be inspected:

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

- (1) Subexcavation** – before backfilling;
- (2) Walls** – before starting work;
- (3) Pavement wedge or leveling course** – before starting installation; and
- (4) Pavement milling** – before starting work.

(b) Construction work.

- (1) Subgrade** – before placing pavement structure;
- (2) Any layer of pavement structure requiring hubs** – before placing next layer; and
- (3) Structural excavation** – before backfilling.

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

If the Government's testing and inspection (quality assurance) indicate that 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% 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.

Table 153-1
Quality Control Sampling and Testing Requirements

Material or Product	Characteristic	Test Method or Specification	Sampling Frequency	Point of Sampling	Split Sample	Reporting Time
Section 204 Excavation and Embankment						
Select borrow	Compaction	AASHTO T 310 or other approved procedures	Not less than 1 per 1,500 yd ²	"	"	"
Sections 401, 402, or 403 Hot Asphalt Concrete Pavement						
Aggregate ¹	Gradation	AASHTO T 27 & AASHTO T 11	1 for each 6 hours of production but not less than 2 for each day	Flowing aggregate stream (bin or belt discharge) or conveyor belt	Yes, when requested	End of shift
	Fractured faces	ASTM D 5821	"	"	"	"
	Fine Aggregate Angularity	AASHTO T 304, Method A	"	"	"	"
	Flat & Elongated Particles	ASTM D 4791	"	"	"	"
	Sand equivalent	AASHTO T 176 Alternate Method No. 2, Referee Method	"	"	"	"
	Compaction	ASTM D 2950	1 every 1000 feet each lift	In place	No	End of shift

Table 153-2
Quality Control Inspection and Measurement Requirements

Activity	Characteristic	Specification or Activity	Tolerance and Reference	Measurement or Inspection Frequency	Point of Inspection or Measurement	Reporting Time
Section 152 Construction Survey and Staking						
Construction staking	Construction staking	Measurements to check accuracy and adequacy of construction staking	Subsection 152.03 and Table 152-1	15% of staked, lines points or marks, and 100% of staked or surveyed points, marks or lines on bridges, walls or other major structures	Completed staking	End of shift
Section 203 Removal of Structures and Obstructions						
Salvaging material	Use of reasonable care replacing or repairing packing, matching, marking and stockpiling	Visual inspection	Subsection 203.03	Daily	Salvaging operation	24 hrs
Removing material	Saw cutting, debris containment removal of culverts and structures and obstructions	"	Subsection 203.04	"	Removing operation	"

**Table 153-2
Quality Control Inspection and Measurement Requirements**

Section 204 Roadway Excavation						
Activity	Characteristic	Specification or activity	Tolerance and Reference	Measurement or Inspection Frequency	Point of Inspection or Measurement	Reporting Time
Preparation for Roadway excavation and embankment	Preparation for cut or embankment	Visual inspection	Subsection 204.04	Daily	Preparatory Grading Operation	24 hrs
Subexcavation	Cross section prevent contamination, disposal, backfill and compaction	"	Subsection 204.07	"	"	"
Section 207 Earthwork Geotextiles						
Geotextiles general	General	Visual inspection	Subsection 207.03	Daily	Geotextile placement	24 hrs
Application	Grade preparation, placement, overlap, cover	"	Subsection 207.04	"	"	"
Section 209 Structure Excavation and Backfill						
Preparation for structural excavation	Preparation	Visual inspection	Subsection 209.03	Daily	Structural excavation	24 hrs
General structure excavation	Excavation, OSHA, saw cutting, conserving stockpiling and disposing	"	Subsection 209.04	"	"	"
Foundation preparation	Unsuitable material and keying	"	Subsection 209.08	"	"	"
Bedding	For box culverts and structures other than pipe culverts. For pipe culverts	"	Subsection 209.09	"	"	"
Backfill	Pipe culverts, arch culverts with headwalls, patching existing pavement, loads against concrete, lift thickness	"	Subsection 209.10	"	"	"
Section 211 Roadway Obliteration						
Roadway obliteration description	Method 1, full obliteration, Method 2, localized obliteration	Visual inspection	Subsection 211.01	Daily	Obliteration	24 hrs
Rigid material, non rigid material	Non-asphalt material, asphalt material, asphalt contaminated material	"	Subsection 211.02	"	"	"
Section 252 Special Rock Embankment and Rock Buttress						
Special rock embankment, rockery walls and buttress	Placement	Visual inspection	Subsection 252.03	Daily	Installation	24 hrs

**Table 153-2
Quality Control Inspection and Measurement Requirements**

Activity	Characteristic	Test Method or Specification	Sampling Frequency	Point of Sampling	Split Sample	Reporting Time
Section 253 Gabions and Revet Mattresses						
Gabions and revet mattresses general	Survey, verify limits drawings and structural excavation	Visual inspection and verification measurement see Subsection 253.03	Subsection 253.03	Daily	Installation	24 hrs
Basket assembly	Damage to wire coatings and fastening	Visual inspection	Subsection 253.04	"	"	"
Structure erection	Placement, fastening	"	Subsection 253.05	"	"	"
Cell filling	Alignment, internal connecting wires, filling of cells	"	Subsection 253.06	"	"	"
Backfilling	Geotextile placement, structural backfill and compaction	Visual inspection, see Section 209 under Table 153-1 for testing requirements	Subsection 253.07	"	"	"
Section 308 Minor Crushed Aggregate						
Preparing surface	Roadway aggregate, bedding and backfill aggregate	Visual inspection and verification measurement see Subsection 303.07	Subsection 308.03	Daily	Roadway	24 hrs
Placing	Roadway aggregate, bedding and backfill aggregate	Visual inspection and verification measurement see Subsection 308.05(a)	Subsection 308.04	"	"	"
Compacting and finishing	Roadway aggregate, bedding and backfill aggregate	Visual inspection and verification measurement see Subsections 204.11 & 301.06	Subsection 308.05	Daily and Minimum of one finish tolerance verification measurement every 200 feet horizontal	"	4 hrs
Sections 401, 402, or 403 Hot Asphalt Concrete Pavement						
See Subsection 401.12 for inspection, measuring, testing and reporting requirements of production start up procedures						
Mixing plant	All plants, drum dryer-mixer plants, batch and continuous plants	Visual inspection	Subsection 401.04(a),(b) or (c)	Once at initial set up of plant or change in plant system	Installation	End of shift
Pavers	Screeds, augers, heated, paving width, hopper, automatic feed controls, speed, smoothness, automatic screed controls	"	Subsection 401.05 (a) through (h)	Once at mobilization of paving machine or change of equipment	"	"
Surface preparation	Tack application	"	Subsection 401.06	Daily	Roadway	"
Weather limitations	Temperature, moisture	Verification measurement and visual inspection	Subsection 401.07	"	"	"
Asphalt preparation	Heating asphalt	Visual inspection	Subsection 401.08	"	"	"

**Table 153-2
Quality Control Inspection and Measurement Requirements**

Activity	Characteristic	Test Method or Specification	Sampling Frequency	Point of Sampling	Split Sample	Reporting Time
Sections 401, 402, or 403 Hot Asphalt Concrete Pavement (continued)						
Aggregate preparation	Mineral filler, mixing, pugmill, moisture content	"	Subsection 401.09	"	Plant	"
Mixing	Mixing and discharge temperature	"	Subsection 401.10	"	Plant	"
Hauling	Coating trailer beds, covers, access ports for checking temperature	"	Subsection 401.11	"	Plant or roadway	"
Production startup procedures	Pre-paving Conference and control strip	See Subsection 401.12 for testing and reporting requirements	Subsection 401.12	Before production paving	Plant and Roadway	
Placing and finishing	Placement temperature, line and grade control, offset longitudinal joint	"	Subsection 401.13	"	Roadway	"
Compacting		Visual inspection, and see Section 401 under Table 153-1 for testing requirements	Subsection 401.14			
Joints, trimming and cleanup	Completion of adjacent lanes, connections, tack for joints	"	Subsection 401.15	"	"	"
Section 412 Asphalt Tack Coat						
Asphalt tack coat surface preparation	Finishing road surfaces for asphalt application	Visual inspection	Subsection 412.04	Daily	Installation	End of shift
Weather limitations	Temperature and moisture requirements	"	Subsection 412.05	"	"	"
Asphalt application	Application methods, rates, excess tack, curing	"	Subsection 412.06	"	"	"
Section 602 Culverts and Drains						
General	Contiguous materials, location, length, Section 209, excavation, backfill	Visual inspection and verification measurements of culvert staking and lift thickness See Section 209 and 152 See Table 153-2 for quality control testing	Subsection 602.03	Daily	Installation	24 hrs
Laying metal pipe	Metal lap joint location, coupling bands	"	Subsection 602.05	"	"	"
Laying plastic pipe	Manufacturer's recommendation	"	Subsection 602.06	"	"	"
Laying slotted pipe	Coupling bands, backfill	"	Subsection 602.07	"	"	"

**Table 153-2
Quality Control Inspection and Measurement Requirements**

Activity	Characteristic	Test Method or Specification	Sampling Frequency	Point of Sampling	Split Sample	Reporting Time
Section 605 Underdrains, Sheet Drains, and Pavement Edge Drains						
General	Contiguous materials, location, Section 209, excavation, backfill, geotextiles, outlet pipe	Visual inspection see Section 209 for quality control testing	Subsection 605.03	Daily	Installation	End of shift
Placing underdrain	Granular backfill, coupling, collector pipes, geocomposite underdrain	Visual inspection	Subsection 605.04	"	"	24 hrs
Section 633 Permanent Traffic Control						
General	MUTCD, sign list approval,	Visual inspection, submittal requirements	Subsection 633.03	As required	Installation	24 hrs
Supports	Sign location, post lengths, placing posts, concrete footings	Visual inspection	"	"	"	"
Panels	Retroreflectivity	"	"	"	"	"
Section 634 Permanent Pavement Markings						
General	Location of markings, surface condition, manufacturers recommendation, packaging, shipping,	Visual inspection	Subsection 634.03	As required	Installation	24 hrs
Waterborne traffic paint	Type B, surface conditions, temperature, application rates, glass bead application rate, number of coats	Visual inspection and verification measurement and documentation of application rates	"	"	"	"
Section 635 Temporary Traffic Control						
Temporary traffic control	See Section 156.08 for temporary traffic control inspection and reporting requirements.					

Section 154.— CONTRACTOR SAMPLING AND TESTING

Construction Requirements

154.02 Sampling. 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 360.619.7747 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.

The sampling frequencies and reporting times are listed in the individual sections ordering the work. See Subsections 401.03 and 403.03 for additional sampling and testing requirements.

Payment

154.07 Delete the text of the fifth paragraph and substitute 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 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 Preliminary Work Plan. Do not begin work, except mobilization, traffic control, and Section 637 work, without an accepted preliminary work plan.

A preliminary work plan is a written narrative of contract activities for the first 45 days after the Notice to Proceed has been issued. Include the following:

- A title page stating the contract number, task order number, project number, project name, Contractor name, current fixed completion date, date of submittal, submittal number, and “*Preliminary Work Plan*”;
- Describe work to be done within each activity including the type and quantity of equipment, labor, and materials to be used;
- Describe planned production rates by pay item quantities (e.g. cubic yards of roadway excavation per day);
- Describe the number of work days per week, holidays, number of shifts per day, and number of hours per shift. Include all calendars used in the schedule module.
- Estimate periods during which an activity is idle or partially idle. Include beginning and end dates.
- Describe expected and critical delivery dates for equipment or material that can affect timely completion of the project;
- Identify the Vendor, Supplier, or Subcontractor to perform an activity. State assumptions made in scheduling their work.

Submit 3 copies of a preliminary work plan at least 7 days before the preconstruction conference. Within 7 days after the preconstruction conference, the preliminary work plan will be accepted or rejected. If rejected, submit a revised plan within 3 days.

Special Contract Requirements

Project: OR PFH 22(14), McKenzie Highway

155.03 Initial Construction Schedule. Prepare a construction schedule according to Subsection 155.04. Submit 3 paper copies and one electronic copy of the initial construction schedule within 20 days after the Notice to Proceed has been issued. 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 7 days for approval or rejection of the schedule. If rejected, submit a revised schedule within 7 days.

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 30 days after the Notice to Proceed is issued.

155.04 Construction Schedule. A construction schedule is a Critical Path Method (CPM) schedule and a written narrative. Include the following:

(a) A CPM schedule including the following:

- (1) A title page or header block with the contract number, task order number, project number, project name, Contractor name, current fixed completion date, date of submittal, and submittal number;
- (2) Show activity descriptions. Define and code activities to the contract pay items. Include activities for submittals, submittal reviews, fabrication, and deliveries. Do not include activities for continuous, non-critical items such as flagging, traffic control, QA/QC, etc;
- (3) Show activity durations. Break activities into subtasks such that no activity duration exceeds 30 calendar days. Break longer activities into two or more activities distinguished by location or some other description;
- (4) Show early start and finish dates;
- (5) Show late start and finish dates;
- (6) Show total float and free float;
- (7) Show predecessors;
- (8) Use a time scale to graphically show the work scheduled for performance;

- (9) Show the sequence and interdependence of all activities; and
- (10) Identify the critical path.

Float is a shared commodity and is not for the exclusive use of the contractor or the Government. Either party has the full use of float until it is depleted.

- (b) A written narrative stating the basis and assumptions underlying the schedule including:
 - (1) Describe work to be done within each activity including the type and quantity of equipment, labor, and materials to be used;
 - (2) Describe planned production rates by pay item quantities (e.g. cubic yards of roadway excavation per day);
 - (3) Describe the number of work days per week, holidays, number of shifts per day, and number of hours per shift. Include all calendars used in the schedule module.
 - (4) Estimate periods during which an activity is idle or partially idle. Include beginning and end dates;
 - (5) Describe expected and critical delivery dates for equipment or material that can affect timely completion of the project; and
 - (6) Identify the Vendor, Supplier, or Subcontractor to perform an activity. State assumptions made in scheduling their work.

155.05 Updated Construction Schedule. Prepare a construction schedule according to Subsection 155.04. Verify finish dates of completed activities, remaining duration of uncompleted activities, and proposed logic and time estimate revisions. Submit three paper copies and one electronic copy of an updated construction schedule for acceptance by the 15th day of each month or when:

- (a) A delay occurs in the completion of a critical (major) activity;
- (b) A delay occurs which causes a change in the critical path for the CPM schedule;
- (c) The actual prosecution of the work is different from that represented on the current construction schedule;
- (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 actual start and finish dates of completed activities. Show completion of work within the contract time.

Allow 7 days for approval or rejection of the schedule. If rejected, submit a revised schedule within 7 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 by the 15th day of the month.

155.06 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>

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

Measurement

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

Payment

155.09 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:

Closure of the road will be permitted prior to August 15th except as otherwise provided below. After August 15th, open the road to public traffic. The upper elevations of the road may be inaccessible due to snow. Contact the Oregon Department of Transportation, McKenzie Bridge Maintenance Shop at 56377 North Bank Road, McKenzie Bridge, Oregon for information on snow plowing activities. Keys for the locks on the existing snow gates may be obtained from the US Forest Service, McKenzie Bridge Ranger Station, McKenzie Bridge, Oregon. Contact Dawn Pozzanni at (541) 882-7201.

Close the road according the following:

- (a) Close the road according to the Stage I traffic control details for all work except as provided for below. Do not limit access to Dee Wright Observatory prior to the first Monday following the July 4th holiday.
- (b) After the first Monday following the July 4th holiday, the road may be closed according to the Stage II traffic controls details. No road closures will be permitted after August 15th.

Locate road closure barricades in areas that permit vehicles to safely turn around. Unless otherwise indicated on the plans, provide a watchman at the road closure locations to prevent bicyclist, pedestrian, and motorist access beyond the road closure. Provide two-way radio communications between the Traffic and Safety Supervisor and watchman.

Do not close the road until all materials and equipment are on hand or guaranteed to be delivered so that the work can be done in an efficient manner with minimum period of road closure. No road closure will be permitted until the area is signed according to the traffic control plan.

No other road closures will be permitted.

The Government is offering an incentive for early completion of the work. See Subsection 108.04.

Due to the narrowness of the highway and its high recreational use, appropriate sized equipment and special staging may be required when the road is open to public traffic. Stage construction and use equipment and construction methods that accommodate public access. Prior to beginning work that interferes with public access, submit a plan indicating how work will be staged and what equipment and methods will be used to maintain public access. Revise plan to address CO concerns.

156.06 Limitations on Construction Operations. Add the following:

Delete paragraph (g) and substitute the following:

(g) Provide two-way radio communications between Traffic and Safety Supervisor, flaggers, and pilot cars. Provide two-way radio communications between flaggers unless flaggers are able to see each other and communicate. Citizen band radios are not acceptable. Make radio equipment available to the CO as necessary.

Add the following:

(k) Do not perform construction operations which interfere with public travel on the roadway on any holiday or between 6 p.m. Friday and 6 a.m. the following Monday, unless approved by the CO.

(l) When the road is open to public 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.

156.08 Traffic and Safety Supervisor. Amend as follows:

Delete the text of paragraph (f) and substitute 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, 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) Transport personnel, portable traffic control devices including construction signs, barricades, drums, cones, tubular markers and other traffic control devices.

(l) Provide temporary flagging assistance.

Measurement and Payment

156.10 Add the following:

Do not measure watchman for payment.

Section 157.— SOIL EROSION CONTROL

Description

157.01 Add the following:

This work includes the application of mulching as temporary soil stabilization on disturbed areas.

Construction Requirements

157.04 **Controls and Limitation on Work.** Delete the text of paragraph (d) and substitute the following:

(d) Before September 1, complete application of temporary soil stabilization on all disturbed areas within 14 calendar days of exposure.

157.11 **Temporary Turf Establishment.** Delete the title and text of this Subsection and substitute the following:

157.11 Temporary Soil Stabilization. Apply mulching by hydraulic method at the rates shown in Table 157-1 and as directed by the CO. Do not apply during rain. To allow for curing, do not disturb the treated area for 48 hours following application.

**Table 157-1
Application Rates for Mulching**

Material	Application Rate Per Acre		
	1:4 or flatter slopes	1:3 slopes	1:2 to 1:1 slopes
Water	1,000 gallons	1,000 gallons	1,000 gallons
Tackifier	40 lbs	40 lbs	80 lbs
Long wood fibers	1,200 lbs	1,500 lbs	2,000 lbs

Measurement

157.15 Add the following:

Measure Soil Stabilization by the acre. No additional payment will be made when the slurry mixture is applied in more than one application at the option of the Contractor.

Special Contract Requirements

Project: OR PFH 22(14), McKenzie Highway

Section 203.— REMOVAL OF STRUCTURES AND OBSTRUCTIONS

Construction Requirements

203.03 General. Add the following:

Do not remove existing traffic control signs until new signs are available for immediate installation (see Section 633). Salvage existing traffic signs and posts being removed. Stockpile signs and posts at the Oregon Department of Transportation, McKenzie Bridge Maintenance Shop, at 56377 North Bank Road, McKenzie Bridge, Oregon.

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

Dispose of all material outside the boundaries of the Willamette and Deschutes National Forests; except, 250 cubic yards of asphalt pavement removed according to Section 413 may be disposed of at the Oregon Department of Transportation, McKenzie Bridge Maintenance Shop, at 56377 North Bank Road, McKenzie Bridge, Oregon.

Section 204.— EXCAVATION AND EMBANKMENT

Construction Requirements

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

Dispose of unsuitable or excess material outside the boundaries of the Willamette and Deschutes National Forests. Comply with Subsection 107.10 as well as any applicable local, State, and Federal laws.

Delete Table 204-1 and substitute the following:

**Table 204-1
Sampling and Testing Requirements**

Material or Product	Type of Acceptance (Subsection)	Characteristic	Category	Test Methods Specifications	Sampling Frequency	Point of Sampling	Split Sample	Reporting Time
Select borrow (704.07)	Measured and tested for conformance (106.04)	Classification	—	AASHTO M 145	1 per soil type but not less than 1 for each day of production	Processed material before incorporating in work	Yes, when requested	24 hours
		Gradation	—	AASHTO T 27 & T 11	“	“	“	“
		Liquid limit	—	AASHTO T 89 & T 87	“	“	“	“
		Moisture-density	—	AASHTO T 180, method D ⁽¹⁾ or T 99, method C ⁽¹⁾	1 per soil type but not less than 1 per 13,000 yd ³	“	“	“
		Compaction	—	AASHTO T 310 or other approved procedures	1 per 3500 yd ² but not less than 1 per layer	In-place	“	Before placing next layer

(1) Minimum of 5 points per proctor.

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

A geotechnical investigation of the area between Stations 695+85 and 696+30 identified that rock will likely be encountered at shallow depths. Excavate rock as needed to complete installation of the underdrain system and outlet pipe according to Section 605. Rock blasting will not be permitted.

Dispose of unsuitable or excess material outside the boundaries of the Willamette and Deschutes National Forests. Comply with Subsection 107.10 as well as any applicable local, State, and Federal laws.

Measurement and Payment**209.13** Delete the fourth paragraph and substitute 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.

Section 211.— ROADWAY OBLITERATION

Description

211.01 (a) Method 1. Add the following:

Obliterate turnouts by restoring to approximate original ground contours. Where boulders are placed according to Section 251 to close existing turnouts, scarify or rip the turnout according to Subsection 211.02(b).

Section 251.— RIPRAP

Description

251.01 Add the following:

This work includes furnishing and placing machine-placed boulders.

Material

251.01 Add the following:

Boulders	705.07
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Construction Requirements

251.01 General. Add the following:

Install boulders at the locations indicated on the plans. Bury the boulder to a depth equal to 1/3 of the boulders diameter.

251.07 Acceptance. Add the following:

Boulders will be evaluated under Subsection 106.02.

Section 252.— SPECIAL ROCK EMBANKMENT AND ROCK BUTTRESS

Material

252.02 Delete the text of this Subsection and substitute the following:

Provide rock for special rock embankment that matches the shape, size, and color of the volcanic material adjacent to the work site. Provide material containing a minimum 50% rocks greater than 1 cubic foot in volume. Obtain material from approved areas near the work site. Material may only be obtained 25 feet either side of centerline in areas not identified as the historic wagon road or wetlands on the project plan sheets.

Identify sites where material is to be obtained at least 30 calendar days in advance of removal. Submit a plan indicating the location of sites, volume of material to be removed, and final slope contours. Modify plan as needed to obtain CO approval. Do not remove material until approved by the CO. Remove material using methods and equipment that leave the site with a natural appearance, gradual transitions to existing slopes, and no noticeable breaks in the ground contours.

Section 253.— GABIONS AND REVET MATTRESSES

Construction Requirements

253.05 Structure Erection. Delete the text of third sentence of the second paragraph and substitute the following:

Install other fasteners according to Subsection 720.02(c). Do not use alternate wire fasteners to join more wires, or larger wires, than for which they were tested and approved.

253.06 Cell Filling. Amend as follows:

Delete the text of second paragraph and substitute the following:

Place internal connecting wires in each unrestrained exterior basket cell in the cells in the following manner:

(a) Fill each cell of the 36-- inch high baskets to 1/3 its depth, after which place connecting wires in each direction as shown on the plans. Loop each end of the connecting wires around 2 mesh openings. When the cell is 2/3 full, repeat this operation.

(b) For thinner gabion baskets, internal connecting wires are not required except when 18-inch baskets are used vertically, in which case the procedure under (a) above will be followed.

Add the following to the third paragraph:

Completely fill cells so that the lid will bear on the rock when it is secured. Secure the lid so that no more than a 1-inch gap remains at any connection.

Add the following:

Gabion rows or layers not completed at the end of each shift will have the last gabion filled with rock tied internally as an end gabion.

Section 308.— MINOR CRUSHED AGGREGATE

Description

308.01 Add the following:

This work also includes furnishing and placing a crushed aggregate course on a prepared shoulder.

Material

308.02 Add the following:

Material salvaged from the asphalt pavement milling may be used in lieu of crushed aggregate as base course material. However, do not use salvaged pavement millings in the surface course or as shoulder aggregate.

Construction Requirements

308.03 **Preparing Surface.** Add the following:

(c) **Shoulder aggregate.** Complete the adjoining pavement before placing the crushed aggregate on the shoulder.

308.04 **Placing Crushed Aggregate.** Add the following:

(c) **Shoulder aggregate.** Mix the aggregate into a uniform mixture. Spread the mixture on the prepared surface in a uniform layer. Shape the mixture to the line, grade, and cross-section.

308.05 **Compacting and Finishing Crushed Aggregate.** Add the following:

(c) **Shoulder aggregate.** Uniformly compact the mixture so that it does not exhibit heaving, pumping, rutting, or shearing. Compaction tests are not required. Remove all material from the pavement surface upon completion.

Measurement

308.07 Add the following:

When salvaged pavement milling material is used in lieu of crushed aggregate, measure material by the cubic yard in the hauling vehicle and convert to ton measurement using a factor of 1.4 tons per cubic yard.

**Section 401.— SUPERPAVE HOT ASPHALT CONCRETE
PAVEMENT**

Description

401.01 Add the following to the second paragraph:

Asphalt binder grade for this project is PG 58-28.

Construction Requirements

401.03 Composition of Mix (Job-Mix Formula). Delete Table 401-1 and substitute the following:

**Table 401-1
Superpave Hot Asphalt Concrete Pavement Design Requirements (AASHTO M323)**

Design ESAL (Million)	Gyratory Compaction Level (% Theoretical Maximum Specific Gravity, Gmm) AASHTO R 35			Minimum Voids-in-the-Mineral Aggregate (VMA), % ⁽⁴⁾				Voids Filled with Asphalt (VFA), % ^{(5),(6)}	Dust-to-Binder Ratio ⁽¹⁾	Minimum Tensile Strength Ratio, AASHTO T 283 ⁽²⁾
	N _{Initial}	N _{Design}	N _{Max}	Nominal Maximum Size Aggregate ⁽³⁾						
				1 Inch	¾ Inch	½ Inch	3/8 Inch			
< 0.3	6 (≤ 91.5 %)	50 (96 %)	75 (≤ 98 %)	12.0	13.0	14.0	15.0	70-80	0.8-1.6	0.80
0.3 to < 3	7 (≤ 90.5 %)	75 (96 %)	115 (≤ 98 %)					65-78		
3 to < 30	8 (≤ 89 %)	100 (96 %)	160 (≤ 98 %)					65-75		
≥ 30	9 (≤ 89 %)	125 (96 %)	205 (≤ 98 %)							

- (1) Include non-liquid antistriper, baghouse fines, and other mineral matter added to the mixture. Calculate the ratio using effective asphalt content (calculated by mass of mix).
- (2) Prepare specimens in accordance with AASHTO R 35.
- (3) The nominal maximum size is one size greater than the first sieve to retain more than 10 percent of the combined aggregate.
- (4) When mineral filler or hydrated lime is used, include in the calculation for compliance with the VMA.
- (5) For ¾-inch nominal maximum size aggregate mixtures with ≥ 3 million ESALs, provide a VFA of 73 to 76 percent.
- (6) For 1-inch nominal maximum size aggregate mixtures with < 0.3 million ESALs, provide a VFA ≥ 67 percent.

401.08 Asphalt Preparation. Delete the first paragraph and substitute the following:

Uniformly heat the asphalt binder to provide a continuous supply of the heated asphalt binder from storage to mixer. Do not heat asphalt binder above 365° F.

401.16 Pavement Roughness. Delete the title and text of this Subsection and substitute the following:

The CO will measure roughness of the final paved surface course within 21 days after final rolling, of the completed roadway paving, and before placement of any surface treatment. In addition to the pavement roughness type requirements, construct all pavement surfaces to meet the requirements of paragraph (b).

(a) International roughness index (IRI).

The CO will furnish and operate an inertial profiler conforming to AASHTO PP 50 and validated according to AASHTO PP 49. Furnish personnel to provide flagging operations as may be required. The CO will measure the pavement profile (a single trace) in the middle portion of each lane and determine the IRI. Analysis of the profile data will be made using the latest version of the Profile Viewer and Analysis (ProVAL) software.

Areas of localized roughness will be identified using a report of continuous IRI with a base length of 25 feet. This will yield the IRI of every possible 25 foot segment. Any area for which the continuous report exceeds an IRI of 160 inches/mile will be considered a defective area requiring correction according to paragraph (c).

A report of continuous IRI is defined as the roughness profile from “Profiles from Roughness,” TRR 1260, by M. W. Sayers. Its use for detection of localized roughness, as required here, is demonstrated in “Using a Ride Quality Index for Construction Smoothness Specifications,” TRR 1861, by M. Swan and S. Karamihas.

An IRI value will be determined for each 0.1-lane mile of traveled way subject to the operating limitations of the equipment used. Segments less than 0.1 miles in length will be excluded. Cattle guards and bridges not being overlaid will also be excluded from the calculation of IRI and determination of localized roughness. Measure excluded areas according to (b).

- (1) Type III pavement roughness.** The CO will measure the pavement profile and determine the roughness (IRI) of the final paved surface course. Defective areas are 0.1-mile segments with IRI values greater than 95 inches per mile or areas of localized roughness.

The pay factors from Table 401-3 will be used in conjunction with the histogram printout from ProVAL’s Smoothness Assurance Analysis option to compute a final pay adjustment. The average pay factor (P_{ave}) computed to four decimals is equal to the sum of the products of the individual pay factors shown in Table 401-3 times ProVal’s corresponding histogram percentages, divided by 100.

**Table 401-3
Type III Pavement Roughness**

IRI (inches/mile)	Pay Factor (PF)
Greater than 95	Reject ⁽¹⁾
95.0 to 90.0	0.80
90.0 to 80.0	0.90
80.0 to 70.0	0.96
70.0 to 60.0	1.00
60.0 to 50.0	1.02
50.0 to 40.0	1.03
40.0 to 30.0	1.04
Less than 30.0	1.05

⁽¹⁾ Pay Factor when corrections are not allowed equals 0.70.

(2) Type IV pavement roughness. The CO will measure the pavement profile and determine the roughness (IRI) of the existing surface before construction traffic. The existing surface is the original surface before milling, grinding, or preleveling. The initial IRI will be used to determine the percent improvement for each 0.1-mile segment.

The CO will measure the pavement profile and determine the roughness (IRI) of the final paved surface course. Defective areas are areas of localized roughness or 0.1-mile segments having a percent improvement less than 5.0 or 25.0 as determined from Table 401-4.

The percent improvement in IRI will be determined to one decimal place for each 0.1-mile segment according to the following formula:

$$\% \text{ Improvement} = [(Original \text{ IRI} - Final \text{ IRI}) / Original \text{ IRI}] * 100$$

The pay factor computed to two decimal places for each 0.1-mile segment will be determined from Table 401-4. The average pay factor (P_{ave}) for all 0.1-mile segments will be computed to four decimal places. No deductions will be made for segments where the final IRI value is less than or equal to 75.0 inches per mile, provided the final IRI is less than or equal to the initial IRI (i.e., segment pay factor = 1.00).

**Table 401-4
Type IV Pavement Roughness**

Single Lift Overlay Percent Improvement⁽¹⁾ (%)	Pay Factor (PF_{segment})	Double Lift Overlay Percent Improvement⁽²⁾ (%)	Pay Factor (PF_{segment})
Greater than 50.0	PF = 1.05	Greater than 60.0	PF = 1.05
47.6 to 50.0	PF = 1.04	58.6 to 60.0	PF = 1.04
45.1 to 47.5	PF = 1.03	57.6 to 58.5	PF = 1.03
43.6 to 45.0	PF = 1.02	56.6 to 57.5	PF = 1.02
42.1 to 43.5	PF = 1.01	55.1 to 56.5	PF = 1.01
25.0 to 42.0	PF = 1.00	49.0 to 55.0	PF = 1.00
24.0 to 24.9	PF = 0.99	48.0 to 48.9	PF = 0.99
23.0 to 23.9	PF = 0.98	47.0 to 47.9	PF = 0.98
22.0 to 22.9	PF = 0.97	46.0 to 46.9	PF = 0.97
21.0 to 21.9	PF = 0.96	45.0 to 45.9	PF = 0.96
20.0 to 20.9	PF = 0.95	44.0 to 44.9	PF = 0.95
19.0 to 19.9	PF = 0.94	43.0 to 43.9	PF = 0.94
18.0 to 18.9	PF = 0.93	42.0 to 42.9	PF = 0.93
17.0 to 17.9	PF = 0.92	41.0 to 41.9	PF = 0.92
16.0 to 16.9	PF = 0.91	40.0 to 40.9	PF = 0.91
15.0 to 15.9	PF = 0.90	38.0 to 39.9	PF = 0.90
14.0 to 14.9	PF = 0.89	36.0 to 37.9	PF = 0.89
13.0 to 13.9	PF = 0.88	35.0 to 35.9	PF = 0.88
12.0 to 12.9	PF = 0.87	34.0 to 34.9	PF = 0.87
11.0 to 11.9	PF = 0.86	33.0 to 33.9	PF = 0.86
10.0 to 10.9	PF = 0.85	31.0 to 32.9	PF = 0.85
5.0 to 9.9	PF = 0.80	25.0 to 30.9	PF = 0.80
Less than 5.0	PF = Reject ³	Less than 25.0	PF = Reject ³

⁽¹⁾ For single lift overlays where no other opportunities for improving the ride quality exist. Grinding, milling and preleveling may be performed provided that the total area affected does not exceed 10% of the surface area being overlaid and measured for roughness. If the total area exceeds 10% or two lifts of pavement are placed, Double Lift Percent Improvement criteria shall apply.

⁽²⁾ For double lift overlays where only two lifts of pavement are being placed. Grinding, milling and preleveling may be performed provided that the total area affected does not exceed 20% of the surface area being overlaid and measured for roughness. If the total area exceeds 20% or more than two lifts of pavement are placed, Type III Roughness criteria shall apply.

⁽³⁾ Pay factor when corrections are not allowed equals 0.70.

(b) Type V pavement roughness (straightedge measurement). Use a 10 foot metal straight edge to measure at right angles and parallel to the centerline. Defective areas are surface deviations in excess of 0.2 inch in 10 foot between any two contacts of the straightedge with the surface.

(c) Defective area correction. Correct defective areas from paragraphs (a) or (b) above. Obtain approval for the proposed method of correction.

Grinding is an acceptable method of correction provided the area ground does not exceed 430 square feet per location, and is limited to an average of 1 location per lane mile with no more than two locations per lane mile. Grinding in excess of these limits is not an acceptable method of correction unless it is accompanied by an overlay or a single-course surface treatment over the entire length of the project.

If grinding is allowed, grind the pavement surface with a diamond blade machine and apply a fog seal according to Subsection 409.10. The endpoints of the areas where a grinder is to be applied must be optimized via grinding simulation using ProVal's Smoothness Assurance Grinding option. Grinding simulation must be done with the purpose of grinding the minimum area needed to decrease the roughness to acceptable limits. Provide an optimized grinding plan prior to beginning any grinding.

If no corrections are allowed, no adjustment will be made to the average pay factor (P_{ave}) determined from Table 401-3 or Table 401-4.

If corrections are allowed, the CO will re-measure the pavement profile once at no expense to the Contractor. Subsequent re-measures will cost \$2,000. IRI data resulting from analysis of the most recent profile measurement combined with Table 401-3 or Table 401-4 as appropriate to the Roughness Type will be used to determine the average pay factor (P_{ave}).

Each area of localized roughness remaining in the final paved surface course, regardless of whether corrections are allowed or not, will be assessed an additional deduction of \$200.

Payment

401.19 Delete the last paragraph and substitute the following:

When the bid schedule contains a pay item for Superpave hot asphalt concrete pavement, Type III or Type IV pavement roughness, a separate pay adjustment will be made. The dollar amount of the adjustment will be determined as follows:

$$\text{Type III or Type IV Pay Adjustment} = [(P_{ave} - 1.0000) * (\text{UBP}) * (\text{FCQ})] - [200 * (\text{NLRA})]$$

where: P_{ave} = average pay factor from Table 401-3 or Table 401-4

UBP = unit bid price

FCQ = final contract quantity

NLRA = number of localized roughness areas remaining in final pavement surface course

Delete Table 401-5 and substitute the following:

**Table 401-5
Asphalt Binder Pay Factor Table**

Tests on Original	Specifications (See 702.01)	Pay Factor =					Reject
		1.05	1.00	0.95	0.90	0.75	
Dynamic Shear Rheometer, kPa	≥ 1.00	≥ 1.12	1.00 to 1.11	0.99 to 0.88	0.87 to 0.71	0.70 to 0.50	< 0.50
Tests after Rolling Thin Film Oven (RTFO)							
Dynamic Shear Rheometer, kPa	≥ 2.20	≥ 2.584	2.583 to 2.200	2.199 to 1.816	1.815 to 1.432	1.431 to 1.048	< 1.048
Tests on Pressure Aging Vessel (PAV)							
Dynamic Shear Rheometer, kPa	≤ 5,000	≤ 4,711	4,712 to 5,000	5,001 to 5,289	5,290 to 5,578	5,579 to 5,867	> 5,867
Bending Beam Rheometer, s, MPa	≤ 300	≤ 262	263 to 300	Use DT	Use DT	Use DT	≥ 600
Bending Beam Rheometer, m	≥ 0.300	≥ 0.313	0.312 to 0.300	0.299 to 0.287	0.286 to 0.274	0.273 to 0.261	< 0.261
Direct Tension ⁽¹⁾ , %	≥ 1.00	N/A	≥ 1.00	0.99 to 0.86	0.85 to 0.71	0.70 to 0.56	< 0.56

(1) Use Direct Tension (DT) for payment if s-values from the Bending Beam Rheometer are between 300 and 600 MPa.

Delete Table 401-6 and substitute the following:

**Table 401-6
Sampling and Testing Requirements**

Material or Product	Type of Acceptance (Subsection)	Characteristic	Category	Test Methods Specifications	Sampling Frequency	Point of Sampling	Split Sample	Reporting Time
Aggregate source quality	Measured and tested for conformance (106.04 & 105)	LA abrasion (coarse)	—	AASHTO T 96	1 per type & not less than 5 per source of material ⁽¹⁾	Source of materials	Yes	Before producing
		Sodium sulfate soundness loss (coarse & fine)	—	AASHTO T 104	“	“	“	“
		Accelerated weathering	—	WFLHD-DMSO	“	“	“	“
		Durability Index (coarse & fine)	—	AASHTO T 210	“	“	“	“
Asphalt concrete (mix design)	Measured and tested for conformance (106.04)	Gradation	—	AASHTO T 27 & T 11	1 per submitted mix design	Stockpiles	Yes	28 days before
		VMA	—	AASHTO R 35	“	—	—	“
		VFA	—	“	“	—	—	“
		Voids	—	“	“	—	—	“
		TSR	—	AASHTO T 283	“	—	—	“

**Table 401-6 (continued)
Sampling and Testing Requirements**

Material or Product	Type of Acceptance (Subsection)	Characteristic	Category	Test Methods Specifications	Sampling Frequency	Point of Sampling	Split Sample	Reporting Time
Asphalt binder	Measured and tested for conformance (106.04)	Quality	—	Subsection 702.01	1 per submitted source & mix design 1 per 2100 t of mix, but not less than 5 samples	In line between tank & mixing plant	2 – 1-quart samples	—
Asphalt concrete mixture (all)	Measured and tested for conformance (106.04)	Mix temperature	—	—	First load & as determined by the CO thereafter	Hauling vehicle before dumping or windrow before picking up	—	Upon completing test
Hot asphalt concrete pavement (control strip)	Statistical (106.05)	Gradation		AASHTO T 308 & T 30	3 minimum	Behind paver before compacting	Yes	4 hours
		No. 4	I					
		No. 30	I					
		No. 200	I					
		Other specified sieves	II					
Asphalt content	I		AASHTO T 308 & T 329	“	“	“	“	
VMA	I		AASHTO R 35	“	“	“	“	
VFA	I		“	“	“	“	“	
Core density ⁽²⁾	I		AASHTO T 166	5 minimum	In-place after compacting	Cores to CO after determining specific gravity & compaction	—	
Measured and tested for conformance (106.04)		Maximum specific gravity (density)	—	AASHTO T 209	1 ⁽³⁾	Behind paver before compacting	Yes	24 hours

**Table 401-6 (continued)
Sampling and Testing Requirements**

Material or Product	Type of Acceptance (Subsection)	Characteristic	Category	Test Methods Specifications	Sampling Frequency	Point of Sampling	Split Sample	Reporting Time
Hot asphalt concrete pavement (production)	Statistical (106.05)	Asphalt content	I	AASHTO T 308 & 329	1 per 700 tons	Behind paver before compacting	Yes	4 hours
		VMA	I	AASHTO R 35	"	"	"	"
		Core density ^{(2),(3)}	I	AASHTO T 166	"	In-place	Cores to CO after determining specific gravity	24 hours
Hot asphalt concrete pavement (final surface)	Measured and tested for conformance (106.04)	VFA	—	AASHTO R 35	"	Behind paver before compacting	Yes	4 hours
		Gradation	—	AASHTO T 308 & T 30	"	"	"	"
		Maximum specific gravity (density)	—	AASHTO T 209	1 per 700 tons ⁽³⁾	"	"	"
Hot asphalt concrete pavement (final surface)	Statistical (106.05)	Type I & II smoothness	I	FLHT 504	See Subsection 401.16	See Subsection 401.16	—	14 days after final paving

**Table 401-6 (continued)
Sampling and Testing Requirements**

Material or Product	Type of Acceptance (Subsection)	Characteristic	Category	Test Methods Specifications	Sampling Frequency	Point of Sampling	Split Sample	Reporting Time
Hot asphalt concrete pavement (final surface)	Measured and tested for conformance (106.04)	Type III & IV roughness	—	AASHTO PP 49 & PP 50	See Subsection 401.16	See Subsection 401.16	—	14 days after final paving

- (1) Furnish a minimum of five reports, but not less than one report per rock type for each source. Reports must be dated within 1 year of intended use. Obtain samples representative of aggregate being furnished. Include rock type and sample location on test reports.
- (2) For each days production cut 6-inch diameter core samples from the compacted pavement. Obtain cores as soon as the pavement has cooled sufficiently to allow coring, but not later than 12 hours after final rolling. Fill and compact the sample holes with asphalt concrete mixture. Perform specific gravity and thickness tests on cores and deliver to CO after testing is completed. Label cores and protect from damage due to handling or alteration due to temperature during storage or transfer.
- (3) Use the daily average maximum specific gravity to determine the percent compaction of the cores.

Section 403. — HOT ASPHALT CONCRETE PAVEMENT

Delete Table 403-1 and substitute the following:

**Table 403-1
Sampling, Testing and Acceptance Requirements**

Material or Product	Type of Acceptance (Subsection)	Characteristic	Category	Test Methods Specifications	Sampling Frequency	Point of Sampling	Split Sample	Reporting Time	
Hot asphalt concrete pavement	Measured and tested for conformance (106.04)	Job-mix formula verification	—	Subsection 403.03	1 per aggregate stockpile	Flowing aggregate stream (bin or belt discharge) or off of conveyor	—	21 days before approval of job-mix formula	
		Gradation	—	AAASHTO T 30	1 per 700 tons	Behind paver before compacting	Yes, when requested	24 hours	
Asphalt binder		Asphalt content	—	AAASHTO T 308 & T 329	“	“	“	“	
		Compaction	—	ASTM D 2950 or other approved procedures	“	Completed roadway after rolling	“	“	
		Smoothness	—	Subsection 403.16	—	—	—	—	—
		Quality	—	Subsection 702.01	1 per 130 tons of liquid	Line between storage tank & asphalt plant	2 - 1-quart samples	Tested by Government	
			—						

Section 412.— ASPHALT TACK COAT

Construction Requirements

412.07 Acceptance. Delete the text of the first paragraph and substitute the following:

Emulsified asphalt will be evaluated under Subsections 106.02, 106.03, and 702.09.

Section 413.— ASPHALT PAVEMENT MILLING

Construction Requirements

413.02 Equipment – Milling Machine. Add the following:

When the road is open to public traffic, furnish equipment of an appropriate size to maintain public access. See Subsection 156.03.

Section 602.— CULVERTS AND DRAINS

Construction Requirements

602.06 Laying Plastic Pipe. Delete the second paragraph and substitute the following:

Provide soil-tight bell and spigot joints for plastic pipe culverts.

03USC01/01/04

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.

Section 619.— FENCES, GATES, AND CATTLE GUARDS

Material

619.02 Amend as follows:

Delete “fence posts and bollards” and substitute the following:

Fence posts	710.04
Bollards	716.03

Construction Requirements

619.08 Bollards. Add the following:

Provide a hand-hewn finish to bollards before treating.

Section 622.— RENTAL EQUIPMENT

Description

622.01 Delete the text of this Subsection and substitute 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) Cleaning and regrading ditches to drain;
- (b) Cleaning and shaping culverts inlets and outlet to drain;
- (c) Regrading existing berm at Station 242+30;
- (d) Grade staging/stockpiling areas;
- (e) Regrading non-paved turnouts prior to surfacing; and
- (f) Perform minor landscaping.

Construction Requirements

622.02 Rental Equipment. Delete the text of the first paragraph and substitute the following:

Furnish and operate the following equipment:

Number of Units	Type of Equipment
1	Dump Truck, 8-cubic yard minimum capacity;
1	Backhoe Loader, 1-cubic foot minimum capacity front end bucket, 10-cubic foot minimum capacity backhoe bucket, 90-HP
1	Roller
1	Motor Grader, 8-foot minimum blade.

Submit the model number and serial number for each piece of equipment before use. Make equipment available for inspection and approval before use.

Section 623.— GENERAL LABOR

Description

623.01 Delete the text of this Subsection and substitute the following:

This work consists of furnishing workers and hand tools for the work listed in Subsection 622.01.

Section 633.— PERMANENT TRAFFIC CONTROL

Material

633.02 Amend as follows:

Add the following to the materials list:

Paint	708
Untreated structural timber and lumber	716.01
Treated structural timber and lumber	716.03
Structural steel	717.01
Delineator posts	718.08(a)

Add the following:

Provide Type 2 delineator with the post surface simulating a “hand peeled” appearance.

Construction Requirements

633.04 Supports. Add the following:

Fabricate sign supports from wood.

Install signs in approximately the same location as existing signs to be removed. Install new signs immediately after removal of existing signs.

633.05 Panels. Add the following:

Fabricate sign panels from aluminum.

Paint back of panels according to Section 563. Paint color shall match Federal Standard 595, #20059 (brown).

633.06 Delineators and Object Markers. Add the following:

Paint delineator posts. Remove all dirt and other foreign material by wire brushing, scraping, or other approved methods. Remove all dust or other foreign material from the surface to be painted. Apply two coats of flat white exterior latex paint. Paint in a neat and workmanlike manner that does not produce excessive paint build-up, runs, sags, skips, or thin areas in the paint film. Allow full thickness of applied coat of paint to dry before applying the next coat.

Special Contract Requirements

Project: OR PFH 22(14), McKenzie Highway

Install delineators in approximately the same location as existing delineators. Where there is no existing delineator, install according to the details in the plans. Delineator may be changed to fit field conditions as approved by the CO.

Drill holes for all delineator posts. Do not drive posts. Set posts plumb, backfill with approved material, and compact. Attach a type 1, white, retroreflector to all delineator posts.

Remove and dispose of existing delineator posts according to Section 203. Existing delineator posts that are sound and free of decay may be reused as approved by the CO. Paint all reused posts according to Subsection 633.02. Remove all cracked or peeled paint, loose chalky paint, dirt, and other foreign material by wire brushing, scraping, or other approved methods. Remove all dust or other foreign material from the surface to be painted.

Provide 20 each of Type 1 posts and hardware and 20 each of Type 2 posts and hardware for installation by others. Deliver posts and hardware to the Oregon Department of Transportation, McKenzie Bridge Maintenance Shop, at 56377 North Bank Road, McKenzie Bridge, Oregon.

633.07 Removing and Resetting Permanent Traffic Control Devices. Add the following:

Remove and store the existing snow pole holders designated to be reset. Replace damaged holders. Reset holders to match the finish grade.

Section 634.— PERMANENT PAVEMENT MARKINGS

Construction Requirements

634.03 General. Add the following:

Place permanent pavement markings within 14 days of completing placement of final hot asphalt concrete pavement according to Section 401.

Section 635.— TEMPORARY TRAFFIC CONTROL

Description

635.01 Add the following:

This work also includes providing the services of a Traffic and Safety Supervisor.

Construction Requirements

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.

635.13A Temporary Signs and Vehicle Positioning Guides. (Added Subsection.)

Use temporary signs and vehicle positioning guides in lieu of temporary pavement markings for up to 14 calendar days. Install “NO CENTER STRIPE” (W8-12), “NO PASSING ZONE” (W14-3), and “DO NOT PASS” (R4-1) signs according to the MUTCD. Install vehicle positioning guides (temporary raised pavement markers) spaced 40 feet apart for temporary centerline delineation.

635.17 Pavement Patch. Add the following:

Remove all cold asphalt mix from patches less than two years old as directed by the CO and replace with hot asphalt mix before placing hot asphalt on succeeding lifts.

Measurement

635.26 Amend as follows:

Delete the sixth paragraph and substitute 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.

Add the following:

Do not measure flagging performed by the Traffic and Safety Supervisor when there is a pay item in the bid schedule for 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.

Special Contract Requirements

Project: OR PFH 22(14), McKenzie Highway

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.

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Section 703.— AGGREGATE

703.06 Crushed Aggregate. Delete the text of this Subsection and substitute the following:

Furnish hard, durable particles or fragments of crushed stone or gravel conforming to the size and quality requirements of the Oregon Department of Transportation. Furnish crushed aggregate with a maximum size of $\frac{3}{4}$ inch as determined by AASHTO T 27 and T 11. Furnish crushed aggregate uniformly graded from coarse to fine and free of organic matter, lumps or ball of clay, and other deleterious matter.

703.07 Hot Asphalt Concrete Pavement Aggregate. Amend as follows:

Add the following:

Aggregate for hot asphalt concrete pavement consists of hard, durable particles or fragments of crushed stone, crushed slag, or crushed gravel.

Size and grade the aggregate to conform to the target values established in Table 703-4A. All the aggregate shall pass a sieve with 25 millimeter square openings as determined by AASHTO T 27 and T 11.

Delete paragraph (a) and substitute the following:

(a) Coarse aggregate (retained on the No. 4 sieve). Furnish hard, durable crushed stone, crushed slag, or crushed gravel that conforms to the following:

- | | |
|---|---------------|
| (1) Los Angeles abrasion, AASHTO T 96 | 35% max. |
| (2) Sodium sulfate soundness loss (5 cycles), AASHTO T 104 | 12% max. |
| (3) Fractured faces, ASTM D 5821 | 90% min. |
| (4) Durability index (coarse), AASHTO T 210 | 35 min. |
| (5) Accelerated weathering of aggregate by use of Dimethyl Sulfoxide (DMSO), WFLHD Standard Test Method | 12% max. loss |

For the surface course, do not use aggregates known to polish or carbonate aggregates containing less than 25 percent by mass of insoluble residue when tested according to ASTM D 3042.

Table 703 - 4A
Aggregate Gradation
Target Values and Allowable Deviations for
Hot Asphalt Concrete Pavement

Sieve Size	Target Values	Allowable Deviation ⁽¹⁾ (percent)
1 inch	100	(2)
3/4 inch	97 – 100	(2)
1/2 inch	85 – 90	5
3/8 inch	72 – 79	6
No. 4	46 – 56	7
No. 8	28 – 34	5
No. 40	11 – 14	3
No. 200	4.5 – 6.5	2

Establish target values (TV) as part of the job-mix formula. Establish aggregate gradation target values (Percent by Mass Passing U.S. Standard Sieves - AASHTO T 27 and T 11) to the nearest 0.1 percent.

(1) Allowable deviations plus or minus from established target values.

(2) Statistical acceptance procedures not applicable.

703.17 Superpave Asphalt Concrete Pavement Aggregate. Amend as follows:

Delete paragraph (e) and substitute the following:

(e) Flat and elongated particles, 3:1 ratio & $\frac{3}{8}$ – inch sieve calculated by mass, weighted average, ASTM D 4791

Table 703-11

Add the following:

(h) Accelerated weathering of aggregate by use of Dimethyl Sulfoxide (DMSO), WFLHD Standard Test Method

12% max. loss

(i) Durability index, AASHTO T 210 (coarse and fine)

35 min.

Delete Table 703-13 and substitute the following:

**Table 703-13
Allowable Deviations for Target Value Gradations**

Gradation Range (percent passing)		Allowable Deviation (percent)
Minimum	Maximum	
70.1	89.9	4
60.1	70.0	5
55.1	60.0	6
45.1	55.0	7
40.1	45.0	6
30.1	40.0	5
21.1	30.0	4
8.1	21.0	3
0	8.0	2

Section 704.— SOIL

704.02 Bedding Material. Delete the text of this Subsection and substitute 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 the following:

Furnish granular material, uniformly 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	5-10

Section 705.— ROCK

705.07 Boulders. (Added Subsection.)

Furnish hard, durable boulders matching the color of the adjacent native material and are a minimum 3 feet in diameter.

Section 713.— ROADSIDE IMPROVEMENT MATERIAL

713.05 Mulch. Delete the text of this Subsection and substitute the following:

Furnish a mixture of long-wood fibers and dry powder tackifier, which when hydraulically applied and dried produces a matrix conforming to the following:

(a) Long-wood Fibers:

- (1) Thermo-mechanically defiberated softwood;
- (2) Is colored with a green dye noninjurious to plant growth;
- (3) Sterilized with no contaminants;
- (4) Has no germination or growth inhibiting factors;
- (5) Holds at least 10 ounces of water per ounce of dry fiber;
- (6) Disperses rapidly in water for form a homogeneous slurry and remains in such a state when agitated in a hydraulic mulching unit or adequate equal unit;
- (7) At least 98% (oven dry basis) organic matter; and
- (8) Maximum 2% (oven dry basis) ash content.

(b) Tackifier:

- (1) Dry power form;
- (2) Base consists of non toxic, biodegradable active hydrocolloids derived from guar (*Cyamopsis tetragonoloba*) and dispersing and crosslinking additives;
- (3) Tackifier at least 90% soluble in water, blends with other slurry materials, and upon application and drying, tacks the slurry particles to the soil surface;
- (4) Exhibits no growth to germination inhibiting factors; and
- (5) Provide stabilizing emulsions in a dry power form that may be re-emulsifiable.

Test wood fibers to confirm that they meet all of the foregoing requirements. Weight specification of the mulch material from suppliers and for all applications, refers only to the air dry mass of the fiber material.

Section 716.— MATERIALS FOR TIMBER STRUCTURES**716.03 Treated Structural Timber and Lumber.** Add the following:

Treat all timber for delineator posts according to AWWA Standard C14. Use waterborne preservative Ammoniacal Copper Arsenate (ACA), Ammoniacal Copper Zinc Arsenate (ACZA), or Chromated Copper Arsenate (CCA) to a minimum retention of 0.40 pounds per cubic foot.

Section 718.— TRAFFIC SIGNING AND MARKING MATERIAL

718.14 Waterborne Traffic Paint. (g) Daylight reflectance. (Without glass beads) Delete the text of this paragraph and substitute the following:

- | | |
|-------------------------|--|
| (1) White, ASTM E 1347 | 84% relative to magnesium oxide standard |
| (2) Yellow, ASTM E 1347 | 55% relative to magnesium oxide standard |

P E R M I T S

This project is below the threshold for federal regulatory permits.

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EROSION AND SEDIMENT CONTROL PLAN

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EROSION AND SEDIMENTATION CONTROL PLAN NARRATIVE

OR PFH 22(14) McKenzie Highway/OR-242

Milepost 61.9 to 77.3

Land and Deschutes Counties, Oregon

1. PROJECT DESCRIPTION

CONSTRUCTION ACTIVITIES

The scope and nature of the proposed work are to rehabilitate the pavement and improve drainage throughout the project area. The major construction activities for this project would include: milling and overlaying highway pavement; repairing subgrade where needed; resurfacing parking areas and turnouts; replacing some minor culverts and grading existing roadway ditches; replacing deteriorated historic posts (delineators), and replacing traffic control signs and striping. Project activities would occur within an existing FS special use permit granted to ODOT for the roadway. The special use permit covers a corridor at least 66 feet wide on each side of the highway centerline, plus any additional needed for cuts and fills.

Construction activities would occur between July and November.

PROJECT LOCATION

The project area is entirely within the Willamette National Forest. The proposed project would occur along approximately 15.4 miles of the McKenzie Highway, OR 242. It would begin at White Branch snow gate in Lane County, Oregon, approximately six miles east of the junction of OR 126 and OR 242, Mile Post (MP) 61.9 and would end just east of McKenzie Pass and the Dee Wright Observatory in Deschutes County, at approximately MP 77.3.

The project is located near the crest of the Cascades in high elevation where snowpack can persist until July.

There are no listed fish species in the project vicinity and therefore in-water work windows do not apply to this project.

CONSTRUCTION SEQUENCE

Construction activities and sequencing will generally be as follows:

Pavement Restoration and Overlay June 2009 to September 2009

Standard Specifications of the contract will require that erosion control measures be installed prior to ground-disturbing activities and to be continuously maintained and adjusted as needed to adapt to changes in the site conditions.

SOIL EROSION

During rehabilitation of the highway, ground disturbance will occur during reshaping of the existing highway ditches and where the existing pavement is to be completely removed and reconstructed to repair soft areas. Ground disturbance will also occur where existing turnouts are removed and the natural ground contour restored and where the existing highway shoulder is stabilized with retaining walls. Ground disturbance from these activities will involve less than 1 acre.

Many of the existing turnouts will be reshaped and resurfaced with gravel or pavement. Only two existing gravel turnouts will be paved which will result in an additional 0.16 acres.

2. CONSERVATION MEASURES

Conservation measures are intended to minimize or avoid environmental impacts to listed species or critical habitat. Conservation measures for this project will follow obligatory practices stated in *Federal Lands Highway Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects* (2003). Standard Specifications will be amended in the Special Provisions for the project to include additional conservation measures.

Specific sediment control features will be provided according to the details shown in the Erosion and Sedimentation Control Plans (Plan Sheets) and in accordance with the conditions of the National Pollutant Discharge Elimination System (NPDES) 1200-CA Storm Water Discharge permit.

STANDARD SPECIFICATIONS

The following Measures are included in *Federal Lands Highway Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects*:

Work areas, including staging areas, shall be separated from the waters of the U.S. as required by *Subsection 107.10 of the Standard Specifications*.

Equipment shall be checked for leaks and maintained and a suitable supply of absorbent materials shall be kept at the job site according to the requirements of *Subsection 107.10 of the Standard Specifications*.

All soils which are exposed and disturbed during constructed related activities beyond the roadbed and ditch line shall be stabilized with an application of mulch according to *Section 157 of the Standard Specifications* and replanted with native plants to reestablish vegetation. Mulch shall be applied to disturbed areas within 14 days of the disturbance as required by *Subsection 157.04 of the Standard Specifications*.

Maintenance provisions are discussed in *Section 157 of the Standard Specifications*. The Contractor shall remain on call at all times, including the winter shutdown period, to address and fix erosion control measures as needed. Should maintenance or repairs be required, the Contractor will have 72 hours to do so after being so notified by the CO.

AMENDMENTS TO STANDARD SPECIFICATIONS

The following measures will be amended to the WFLHD Standard Specifications Section:

Install erosion and sediment control measures prior to performing ground disturbing work within 150 feet of any waterway or wetland. Keep in place until the project is complete (see Subsection 157.13.)

Do not locate staging areas within 150 feet of a waterway or wetland. Do not locate areas for non-workshift storage of equipment and vehicles within 150 feet of a waterway or wetland.

Implement containment measures adequate to prevent pollutants or construction and demolition materials, such as waste spoils, petroleum products, concrete saw cutting by-products, and sandblasting abrasives, from entering any waterway or wetland.

If flooding of the work area is expected to occur within 24 hours, evacuate areas used for staging, access roads, or storage and remove materials, equipment, and fuel.

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FIRE PROTECTION AND SUPPRESSION PLAN

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USDA FOREST SERVICE
PACIFIC NORTHWEST REGION

FIRE PROTECTION AND SUPPRESSION

1. Fire Period and Closed Season

Specific fire prevention measures are listed below and shall be effective for the period April 1 to October 31 of each year. The Forest Service may change the dates of said period by advance written notice if justified by unusual weather or other conditions. Required tools and equipment shall be kept currently in serviceable condition and immediately available for initial attack on fires.

2. Fire Plan

Before starting any operations on the project, the Contractor, Permittee, Licensee, or Purchaser, hereinafter referred to as the "Contractor," shall prepare a fire plan in cooperation with the Contracting Officer providing for the prevention and control of fires in the project area.

The Contractor shall certify compliance with fire protection and suppression requirements before beginning operations during the fire period and closed season, and shall update such certification when operations change

3. Substitute Measures

The Contracting Officer may by written notice authorize substitute measures or equipment or may waive specific requirements during periods of low fire danger.

4. Emergency Measures

The Forest Service may require emergency measures, including the necessary shutting down of equipment or portions of operations in the project area during periods of fire emergency created by hazardous climatic conditions.

5. Fire Control

The Contractor shall, independently and in cooperation with the Forest 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.

For the purpose of fighting forest fires on or in the vicinity of the project which are not caused by the Contractor's operations, the Contractor shall place employees and equipment temporarily at the disposal of the Forest Service. Any individual hired by the Forest Service will be employed in accordance with the Interagency Pay Plan for Emergency Firefighters. The Forest Service will compensate the Contractor for equipment rented at fire fighting equipment rates common in the area, or at prior agreed to rates.

6. Compliance with State Forest Laws

Listing of specific fire precautionary measures herein is not intended to relieve the Contractor in any way from compliance with the State Fire Laws covering fire prevention and suppression equipment, applicable to operations under this contract, permit or license.

7. Fire Precautions

Specific fire precautionary measures are as follows:

a. Smoking and Open Fires

Smoking and fires shall be permitted only at the option of the Contractor. The Contractor shall not allow open fires on the project area without advance permission in writing from Forest Service.

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 shall sit down to smoke in such a position that any burning material will fall within a cleared area, and shall extinguish and press out in mineral soil all burning material before leaving the cleared area.

b. Fire Extinguishers and Equipment on Trucks, Tractors, etc.

All power-driven equipment operated by the Contractor on National Forest land, except portable fire pumps, shall be equipped with one fire extinguisher having a UL rating of at least 5 BC, and one "D" handled or long handled round point shovel, size "0" or larger. In addition, each motor patrol, truck and passenger-carrying vehicle shall be equipped with a double-bit axe or Pulaski, 3-1/2 pounds or larger.

Equipment shall be kept in a 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 "0" 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. 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.

e. Spark Arresters and Mufflers

Each internal combustion engine shall be equipped with a spark arrester meeting either (1) USDA Forest Service Standard 5100-1a, or (2) appropriate Society of Automotive Engineers (SAE) recommended 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 turbocharger. There shall be no exhaust bypass
- (2) A passenger-carrying vehicle or light truck, or medium truck up to 40,000 GVW, used on roads and equipped with a factory-designed muffler complete with baffles and 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.

Exhaust equipment described in this subsection, including spark arresters and mufflers, shall be properly installed and constantly maintained in serviceable condition.

f. Emergency Fire Precautions

The Contractor shall restrict operations in accordance with the Industrial Fire Precaution Levels listed below. The Forest Service may change the Industrial Fire Precaution Levels to other values upon revision of the National Fire Danger Rating System and may change the specific Industrial Fire Precaution Levels when such changes are necessary for the protection of the National Forest. When sent to the Contractor, the revised Industrial Fire Precaution Levels will supersede the attached levels

INDUSTRIAL FIRE PRECAUTIONS SCHEDULE

INDUSTRIAL FIRE PRECAUTION (IFPL)

LEVEL

- I. Closed season** - Fire precaution requirements are in effect. A fire watch/security is required at this and all higher levels unless otherwise waived.

- II. Partial hootowl** - The following may operate only between the hours of 8 p.m. and 1 p.m., local time:
 - a. power saws, except at loading sites;
 - b. cable yarding;
 - c. blasting;
 - d. welding or cutting of metal.

III. Partial shutdown - The following shall be prohibited except as indicated:

Cable yarding - except that gravity operated logging systems employing non-motorized carriages may be operated between the hours of 8 p.m. and 1 p.m., local time, when all block and moving lines, except the line between the carriage and the chokers, are suspended 10 feet above the ground;

Power saws - except power saws may be used at loading sites and on tractor/skidder operations between the hours of 8 p.m. and 1 p.m., local time.

In addition, the following are permitted between the hours of 8 p.m. and 1 p.m., local time:

- a. tractor/skidder operations;
- b. mechanized loading and hauling of any product or material;
- c. blasting;
- d. welding or cutting of metal;
- e. any other spark-emitting operation not specifically mentioned.

IV. General shutdown - All operations are prohibited.

The following definitions shall apply to these Industrial Fire Precaution Levels:

Cable yarding systems: A yarding system employing cables and winches in a fixed position.

Closed season (Fire Precautionary Period): That season of the year when a fire hazard exists as declared by the responsible agency official.

Contracting Officer: The person executing the contract, permit or license on behalf of the Government and includes that person's designated representative, acting within the limits of their authority or the duly appointed successor to the individuals.

Loading sites/woods site/project area: A place where any product or material (including but not limited to logs, firewood, slash, soil, rock, poles, posts, etc.) is placed in or upon a truck or other vehicle

Low hazard area: Means any area where the responsible agency representative (WDNR, ORF, BIA, BLM) determines the combination of elements reduces the probability of fire starting and/or spreading.

Tractor/skidder operations: include a harvesting operation, or portion of a harvesting operation, where tractors, skidders, or other harvesting equipment capable of constructing fireline, are actively yarding forest products and can quickly reach and effectively attack a fire start.

Waivers, written in advance, may be used for any and all activities. Activities for which waivers may be issued include, but are not limited to:

- a. mechanized loading and hauling;
- b. road maintenance such as sprinkling, graveling, grading and paving;
- c. cable yarding using gravity systems or suspended lines and blocks, or other yarding systems where extra prevention measures will significantly reduce the risk of fire;
- d. powers saws at loading sites or in felling and bucking where extra prevention measures will significantly reduce the risk of fire;
- e. maintenance of equipment (other than metal cutting and welding) or improvements such as structures, fences and powerlines.

Such waiver, or substitute precautions will prescribe measures to be taken by the Contractor to reduce the risk of ignition, and/or the spread of fire. The Contracting Officer shall consider site specific weather factors, fuel conditions, and specific operations that result in less risk of fire ignition and/or spread than contemplated when precaution level was predicted. Consideration shall also be given to measures that reduce the precaution levels above. The Contractor shall assure that all conditions of such waivers or substitute precautions are met.

The Contractor shall obtain the predicted Industrial Fire Precaution Level daily, prior to the start of work, from the appropriate Ranger District headquarters. If predictions made after 6:00 p.m., local time, are significantly different than the original prediction, the Forest Service will inform the Contractor when changes in restrictions or industrial precautions are made.

NOTE: The IFPL system does not apply on lands protected by ODF east of the summit of the Cascades.

Where hauling involves transit through more than one shutdown/regulated use area, the precaution level at the woods loading site shall govern the level of haul restriction, unless otherwise prohibited by other than industrial precaution level system.

8. Fire Tools

The Contractor shall furnish serviceable fire fighting tools 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 one 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 1 adze eye hoe;
- .
- c 3 long-handled, round point shovels, size "0" or larger.
- .

9. Fire Security

When the Industrial Fire Precautions Level is "I" or higher, unless a waiver is granted, the Contractor shall designate a person who shall perform fire security services listed below on the project area and vicinity. The designated person shall be capable of operating the Contractor's communications and fire fighting equipment specified in the contract, excluding helicopters, and of directing the activities of the Contractor's personnel on forest fires. In lieu of having the designated person perform the required supervisory duties, the Contractor may provide another person meeting the qualifications stated above to direct the activities of Contractor's personnel and equipment during all fire fighting activities.

Services described shall be for at least 1 hour from the time the Contractor's operations are shut down. For the purposes of this provision, personnel servicing equipment, and their vehicles, who are not engaged in cutting or welding metal are excluded.

Fire security services shall consist of moving throughout the operation area or areas constantly looking, reporting, and taking suppression action on any fires detected. Where possible, the designated person shall observe inaccessible portions of helicopter operating areas from vantage points within or adjacent to project area.

10. Blasting

Whenever the Industrial Fire Precaution Level is "II" or greater, a fire security person equipped with a long-handled, round point, No. "0" or larger, shovel, and a five-gallon backpack pump can filled with water will stay at location of blast for 1 hour after blasting is done. Blasting may be suspended by Forest Service in writing, in an area of high rate of spread and resistance to control.

Fuses shall not be used for blasting. Explosive cords shall not be used without written permission of Forest Service, which may specify conditions under which such explosives may be used and precautions to be taken.

USDA FOREST SERVICE
PACIFIC NORTHWEST REGION
FIRE PROTECTION AND SUPPRESSION

Additional Fire Precautionary Measure 1 - Tank Truck

- 11.** 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 powersaw falling 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 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 1/4 inch nozzle tip, through a 50 foot length of rubber line 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 1/4 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.

Fire Plan

(For use with Forms R6-6300-50,
R6-FS-6300-51, and R6-FS-6300-52)

Contractor

Contract Number

Project Name

Contract Performance Period

Contractor's Representative for Fire Matters

Name

Title

Office Phone

Home Phone

Contracting Officer's Representative

Name

Office Phone

Home Phone

Forest Service Inspector(s)

Name

Office Phone

Home Phone

Action by Contractor

The Contractor shall take on reasonable and practical action to prevent and suppress fires in the project area. The Contractor shall take suppression action immediately upon discovery of, or becoming aware of, such fire.

Action by Forest Service

The Forest Service may counsel with the Contractor on suppression action and will, when necessary, supplement the Contractor's efforts by furnishing personnel and equipment not available to the Contractor. In the event that a fire is not suppressed by the Contractor, and will require appreciable reinforcements, the Forest Service may take over suppression of the fire and may employ the Contractor's personnel and equipment.

Fire Prevention and Suppression

Predicted fire precautions class may be obtained from the following sources:

The Contractor has employed or designated the following named individual(s) as fireguard, whose duty is the detection and suppression of fires:

Name	Office Phone	Home Phone
_____	_____	_____
_____	_____	_____

Contractor will, will not, permit employees to smoke while in the project area.
Open fires will, will not, be permitted by the Contractor. Although these activities may be permitted by the Contractor, it is understood that neither shall be allowed without being authorized, in writing, by the Contracting Officer's Representative.

Fires shall be reported to one of the following Forest Service employees:

Name	Address or Location	Office Phone	Home Phone
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Special Fire Qualifications of Contractor's Employees

Name	Best Fire Assignment	Other Qualifications
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Total number of employees who could perform firefighting duties: _____

Vehicle Description, Type, Make, Model, Size, Year	Number of Units	Location
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Joint Preparation of this fire plan is acknowledged:

 Contractor or Designated Representative

 Date

 Contracting officer's Representative

 Date

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MINERAL USE AGREEMENT

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USDA Forest Service CONTRACT FOR THE SALE OF MINERAL MATERIALS (Ref. FSM 2850)	FS-2800-9 (8/98) OMB No. 0596-0081 Exp Date 5/31/2004 For Forest Service Use Only Forest Service Unit Name <u>McKenzie River RD</u> Contract Number _____																												
<p>NOTE: This information is being collected to process your application and effect a binding contract agreement. This information will also be used to identify and communicate with applicants. Response to this request is required to obtain a benefit.</p> <p>Public reporting burden for this collection of information is estimated to average 2 hours 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Department of Agriculture, Clearance Officer, OIRM, AG Box 7630, Washington, D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB No. 0596-0081), Washington, D.C. 20503.</p> <p>THIS AGREEMENT, made this _____ day of _____, under authority of the Acts of July 31, 1947 (61 Stat. 681), as amended (30 U.S.C. 601 et seq.), March 4, 1917 (16 U.S.C. 520), and June 11, 1960 (74 Stat. 205), and the regulations set forth in 36 CFR 228, Subpart C, between the UNITED STATES OF AMERICA (hereinafter called the "Government"), acting through the Authorized Officer of the Forest Service (hereinafter called the "Authorized Officer"), and _____ (hereinafter called the "Purchaser.")</p> <p>WITNESSETH, That the parties hereto mutually agree as follows:</p> <p>Sec. 1. Contract area. The Government hereby sells to Purchaser and Purchaser hereby buys from Government, under the terms and conditions of this contract, all of the mineral materials described in Sec. 2 below, for severance, extraction, or removal, on the following described lands situated in the _____ National Forest, County of _____, State of _____ as shown on the operating plan marked "Exhibit B", attached hereto and made a part hereof, viz: _____ Section _____ Township _____ Range Willamette Meridian, containing _____ acres, more or less.</p> <p>Sec. 2. Amount and price of materials. The total purchase price will be determined by multiplying the total quantity of each kind of mineral material designated by the respective unit price as set forth below, or as changed through reappraisal hereunder.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">KIND OF MATERIALS</th> <th style="width: 20%;">QUANTITY (Units Specified)</th> <th style="width: 20%;">PRICE PER UNIT</th> <th style="width: 30%;">TOTAL PRICE</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td style="text-align: center;">Total</td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		KIND OF MATERIALS	QUANTITY (Units Specified)	PRICE PER UNIT	TOTAL PRICE																					Total			
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Determination by the Authorized Officer of the quantity of materials taken is binding on Purchaser subject to appeal only as provided in Sec. 14. All materials in the contract area in excess of the estimated quantity listed above are reserved by Government.

Sec. 3. Payments, passage of title, and risk of loss. Title to materials sold hereunder passes to Purchaser immediately before excavation and upon proper payment for such materials. No part of the material sold hereunder may be severed, extracted, or removed by Purchaser until payment for such materials has been made in accordance with the following:

a. Unless materials sold under this contract are paid for in full in advance, payment for materials must be made in installments of not less than \$ N/A each. The first installment must be paid upon approval of this contract.

b. Each additional installment is due and payable as billed by the Authorized Officer in advance of removal of the remaining material. The first installment will be retained as additional security for the full and faithful performance of this contract by Purchaser, and will be applied in whole or in part to the payment of the last installment required hereunder to make the total payment equal the total price set forth in Sec. 2, above.

The total purchase price must equal the sum of the total quantities severed, extracted, or designated therefor, multiplied by their respective unit prices. The balance due where less than a full installment remains to be paid upon the total price will be the value of material remaining to be severed or extracted. Each installment will be held in suspense until the quantity of material covered thereby has been determined. The total purchase price must be paid at least 60 days before the expiration date of the contract.

Upon termination, if the total payments made under the contract exceed the total value of the actual materials removed, the excess will be returned to Purchaser, except as noted in 36 CFR 228.66.

c. Risk of loss shall be borne by the party holding title to the mineral material at the time of loss except that nothing herein shall be construed to relieve either party from liability for breach of contract or any wrongful or negligent act.

Sec. 4. Stipulation and reserved items. The rights of Purchaser are subject to the regulations in 36 CFR 228, Subpart C, which are made a part of this contract, and to the stipulation, if any, which are attached hereto and made a part hereof as Exhibit A.

Sec. 5. Bonds.

(a) Purchaser must file with the Authorized Officer and must maintain at all times the bond required under the regulations to be furnished as a condition to the award of this contract in the amounts established by the Authorized Officer and to furnish additional bonds or security as the Authorized Officer may require.

(b) If all terms of this contract are not faithfully and fully performed by Purchaser, the bond in the sum of _____ filed at the time of the signing of this contract will be forfeited to the amount of damages determined by the Authorized Officer. If damages exceed the amount of the bond, Purchaser hereby acknowledges liability for such excess. Upon satisfactory performance of this contract, the bonds will be canceled, or if cash or United States securities were furnished in lieu of a security bond, such cash or securities will be returned to Purchaser.

(c) Whenever any bond furnished under this contract is found unsatisfactory by the Authorized Officer, the Authorized Officer may require a new bond which is satisfactory.

Sec. 6. Expiration of contract and extensions of time. This contract will expire on _____ unless an extension of time is granted in accordance with the provisions of 36 CFR 228.53(b). Written application for an extension of time may be made by Purchaser between 30 and 90 days before the expiration date of the contract.

Sec. 7. Duties of Purchaser. Purchaser must take fire precaution and conservation measures and must dispose of slash and other debris resulting from operations hereunder in accordance with written instructions from the Authorized Officer.

Sec. 8. Notice of operations. Purchaser must notify the Authorized Officer immediately of the commencement and termination of operations hereunder. A report of production will be furnished at least annually by Purchaser to the Authorized Officer.

Sec. 9. Responsibility for damages. Purchaser is liable in damages for the loss or destruction of all Government property for which Purchaser is directly or indirectly responsible under this contract, or resulting from Purchaser's failure to perform under this contract in accordance with the instruction of the Authorized Officer, as well as for costs incurred by Government resulting from Purchaser's breach of any of the terms hereof, or Purchaser's failure to engage in proper conservation practice. For damages resulting from willful action or gross negligence of Purchaser, Purchaser's contractors or subcontractors, or any of their employees, Purchaser is liable for triple the appraised value of damaged or destroyed materials as determined by the Authorized Officer. If the Authorized Officer determines that the damage or destruction did not result from Purchaser's willful action or gross negligence, lesser damages may be charged, but not less than the actual appraised value of the materials. Purchaser must pay the Government for such damages within 30 days after a written demand therefor by the Authorized Officer.

Sec. 10. Violations, suspension, and cancellation.

(a) If Purchaser violates any provision of this contract, the Authorized Officer may, after giving written notice, suspend any further operations for the Purchaser under this contract, except such operations as may be necessary to remedy any violations. The Authorized Officer may grant Purchaser an additional 30 days, after service of written notice, to correct any violations. If Purchaser fails to remedy all violations, the Authorized Officer may, by written notice, cancel this contract and take appropriate action to recover all damages suffered by the Government by reason of such violations, including application toward payment of such damages of any advance payments and bonds.

(b) If Purchaser extracts or removes any mineral materials sold under this contract during any period of suspension, or if Purchaser extracts any of such material after expiration of the time for extraction or the cancellation of this contract, such extraction or removal is in trespass and renders Purchaser liable for triple damages.

Sec. 11. Time for removal of personal property. Purchaser has the right within ___ months after expiration of the time for extraction and removal of mineral materials, if not in default, to remove equipment, improvements, or other personal property from Government lands or rights-of-way. Any improvements such as road surfacing, culverts, and bridges which have become a permanent part of a Government road may not be removed. Any equipment, improvements, or other personal property remaining on Government lands and rights-of-way at the end of the period for removal as set forth herein becomes the property of the Government.

Sec. 12. Assignments. This contract or any portion of it may not be assigned without written approval of the Authorized Officer.

Sec. 13. Tenure. Unless otherwise provided by this contract, Purchaser has the right to extract and remove the materials until the termination of the contract, notwithstanding any subsequent appropriation or disposition under the general land laws, including the mining and mineral leasing laws.

Sec. 14. Appeal. Unless specifically excluded by 36 CFR 251.80, Purchaser may appeal any decision by the Authorized Officer regarding this sale of mineral materials.

PURCHASER

THE UNITED STATES OF AMERICA

(Individual or Firm Name)

(Authorized Officer)

(Address, Including Zip Code)

District Ranger
(Title)

(Signature)

(Date)

If this contract is executed by a corporation, it must affix its corporate seal.