

PART I - SCHEDULE OF ITEMS

SECTION B – SERVICES AND PRICES

Rendezvous Beetle Salvage Timber Sale

Conejos Peak District
Rio Grande National Forest
Conejos County

B- 1 - SCHEDULE OF ITEMS

ITEM NO.	DESCRIPTION	PAY UNIT	EST. QTY.	UNIT PRICE	TOTAL PRICE
20413	Furrow ditches	Foot	2,640	\$__0.75_	\$__1,980_
20426	Grade dips, _install or reconstruct_	Each	6	\$__320_	\$__1,920_
20428	Grade sags, _install or reconstruct_	Each	3	\$__320_	\$__960_
60211	_18_Inch Corrugated Steel Pipe, 16 ga., annular, compaction method _A_ (installed in three locations)	Foot	69	\$__63.56_	\$__4,386_

Total: \$__9,246_

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Preface

Preface_wo_03_15_2004_m

Delete all but the first paragraph and add the following:

The Forest Service, US Department of Agriculture has adopted FP-03 for construction of National Forest System Roads.

101 - Terms, Format, and Definitions

101.00_nat_us_07_25_2005

101.01_nat_us_01_22_2009

101.01 Meaning of Terms

Delete all references to the TAR (Transportation Acquisition Regulations) in the specifications.

101.01_nat_us_01_22_2009

101.01 Meaning of Terms

Delete all references to the FAR (Federal Acquisition Regulations) in the specifications.

101.03_nat_us_06_16_2006

101.03 Abbreviations.

Add the following to (a) Acronyms:

AFPA	American Forest and Paper Association
MSHA	Mine Safety and Health Administration
NIST	<u>National Institute of Standards and Technology</u>
NESC	National Electrical Safety Code
WCLIB	West Coast Lumber Inspection Bureau

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Add the following to (b) SI symbols:

mp	Milepost
ppm	Part Per Million

101.04_nat_us_03_29_2007

101.04 Definitions.

Delete the following definitions and substitute the following:

Bid Schedule--The Schedule of Items.

Bridge--No definition.

Contractor--The individual or legal entity contracting with the Government for performance of prescribed work. In a timber sale contract, the contractor is the “purchaser”.

Culvert--No definition.

Right-of-Way--A general term denoting (1) the privilege to pass over land in some particular line (including easement, lease, permit, or license to occupy, use, or traverse public or private lands), or (2) Real property necessary for the project, including roadway, buffer areas, access, and drainage areas.

Add the following:

Adjustment in Contract Price--“Equitable adjustment,” as used in the Federal Acquisition Regulations, or “construction cost adjustment,” as used in the Timber Sale Contract, as applicable.

Change--“Change” means “change order” as used in the Federal Acquisition Regulations, or “design change” as used in the Timber Sale Contract.

Design Quantity--“Design quantity” is a Forest Service method of measurement from the FS-96 *Forest Service Specifications for the Construction of Roads and Bridges*. Under these FP specifications this term is replaced by the term “Contract Quantities”.

Forest Service--The United States of America, acting through the Forest Service, U.S. Department of Agriculture.

Neat Line--A line defining the proposed or specified limits of an excavation or structure.

Pioneer Road--Temporary construction access built along the route of the project.

Purchaser--The individual, partnership, joint venture, or corporation contracting with the Government under the terms of a Timber Sale Contract and acting independently or through agents, employees, or subcontractors.

Protected Streamcourse--A drainage shown on the plans or timber sale area map that requires designated mitigation measures.

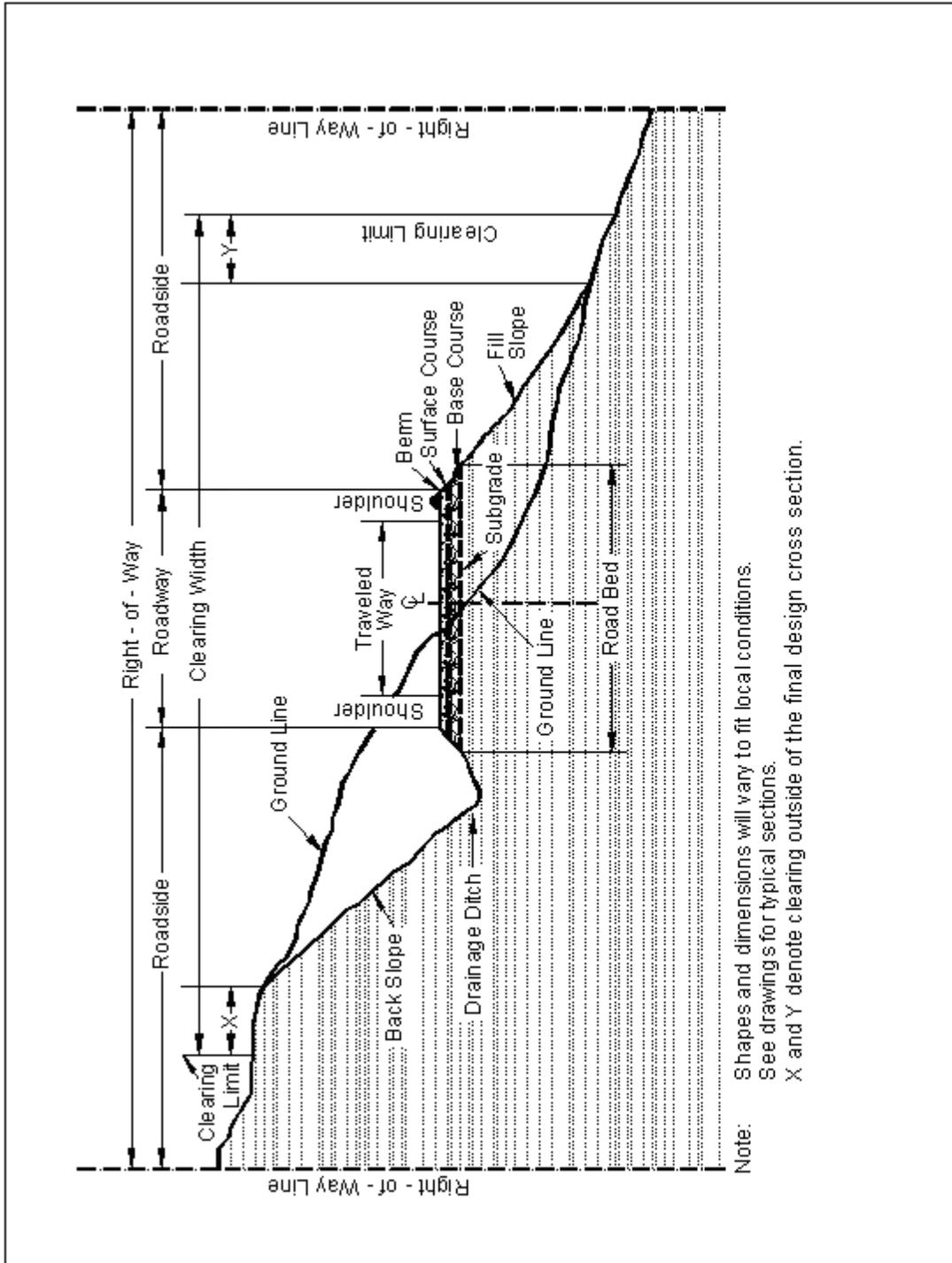
Road Order--An order affecting and controlling traffic on roads under Forest Service jurisdiction. Road Orders are issued by a designated Forest Officer under the authorities of 36 CFR, part 260.

Schedule of Items--A schedule in the contract that contains a listing and description of construction items, quantities, units of measure, unit price, and amount.

Utilization Standards--The minimum size and percent soundness of trees described in the specifications to determine merchantable timber.

Add Figure 101-1—Illustration of road structure terms:

Figure 101-1—Illustration of road structure terms.



101.04 Definitions.

Delete the following definitions:

Contract Modification

Day

Notice to Proceed

Solicitation

102 - Bid, Award, and Execution of Contract

102.00_nat_us_02_16_2005

102 Bid, Award, and Execution of Contract

Delete Section 102 in its entirety.

103 - Scope of Work

103.00_nat_us_02_16_2005

Deletions

Delete all but subsection 103.01 Intent of Contract.

104 - Control of Work

104.00_nat_us_06_16_2006

Deletions

Delete Sections 104.01, 104.02, and 104.04.

104.03_nat_us_02_22_2005

104.03 Drawings and Specifications

Delete subsection 104.03

104.03_nat_us_01_22_2009

104.03 Specifications and Drawings.

Delete 104.03.

104.06_nat_us_02_17_2005

Add the following subsection:

104.06 Use of Roads by Contractor

The Contractor is authorized to use roads under the jurisdiction of the Forest Service for all activities necessary to complete this contract, subject to the limitations and authorizations designated in the Road Order(s) or described in the contract, when such use will not damage the roads or national forest resources, and when traffic can be accommodated safely.

104.07_nat_us_02_17_2005

Add Subsection.

104.07 Other Contracts.

The Forest Service is administering and is intending to award contracts for timber sales in this area with associated road reconstruction and maintenance to this road system. Schedule activities to assure no delays or interference to the operations of the Purchasers or their Contractors.

105 - Control of Material

105.02_nat_us_01_18_2007

105.02 Material Sources.

105.02(a) Government-provided sources.

Add the following:

Comply with the requirements of 30 CFR 56, subparts B and H. Use all suitable material for aggregate regardless of size unless otherwise designated. When required, re-establish vegetation in disturbed areas according to section 625.

105.05_nat_us_05_12_2004

105.05 Use of Material Found in the Work.

Delete 105.05 (a) and (b) and the last sentence of the second paragraph and substitute the following:

Materials produced or processed from Government lands in excess of the quantities required for performance of this contract are the property of the Government. The Government is not obligated to make reimbursement for the cost of producing these materials.

106 - Acceptance of Work

106.01_nat_us_07_31_2007

106.01 Conformity with Contract Requirements.

Delete Subsection 106.01 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

106.07_nat_us_05_11_2004

106.07 Delete

Delete subsection 106.07.

107 - Legal Relations and Responsibility to the Public

107.05_nat_us_05_11_2004

107.05 Responsibility for Damage Claims.

Delete the entire subsection.

107.06_nat_us_06_16_2006

107.06 Contractor's Responsibility for Work.

Delete the following from the first paragraph.

“except as provided in Subsection 106.07”.

107.08_nat_us_03_29_2005

107.08 Sanitation, Health, and Safety

Delete the entire subsection.

107.09_nat_us_06_16_2006

107.09 Legal Relationship of the Parties.

Delete the entire subsection.

107.10_nat_us_06_16_2006

107.10 Environmental Protection.

Add the following:

Design and locate equipment repair shops, stationary refueling sites, or other facilities to minimize the potential and impacts of hazardous material spills on Government land.

Before beginning any work, submit a Hazardous Spill Plan. List actions to be taken in the event of a spill. Incorporate preventive measures to be taken, such as the location of mobile refueling facilities, storage and handling of hazardous materials, and similar information. Immediately notify the CO of all hazardous material spills. Provide a written narrative report form no later than 24 hours after the initial report and include the following:

- Description of the item spilled (including identity, quantity, manifest number, and other identifying information).
- Whether amount spilled is EPA or state reportable, and if so whether it was reported, and to whom.

- Exact time and location of spill including a description of the area involved.
- Containment procedures.
- Summary of any communications the Contractor had with news media, Federal, state and local regulatory agencies and officials, or Forest Service officials.
- Description of clean-up procedures employed or to be employed at the site including final disposition and disposal location of spill residue.

When available provide copies of all spill related clean up and closure documentation and correspondence from regulatory agencies.

The Contractor is solely responsible for all spills or leaks that occur during the performance of this contract. Clean up spills or leaks to the satisfaction of the CO and in a manner that complies with Federal, state, and local laws and regulations.

108 - Prosecution and Progress

108.00_nat_us_02_16_2005

108 Delete.

Delete Section 108 in its entirety.

109 - Measurement and Payment

109.00_nat_us_02_17_2005

109 Deletions

Delete the following entire subsections:

109.06 Pricing of Adjustments.

109.07 Eliminated Work.

109.08 Progress Payments.

109.09 Final Payment.

109.02_nat_us_06_16_2006

109.02 Measurement Terms and Definitions.

(b) Contract quantity.

Add the following:

Contract quantities will be adjusted only when there are errors in the original design of 15% or more.

Change the following:

“(b) Cubic yard” to “(c) Cubic yard”.

Add the following definition:

(p) Thousand Board Feet (Mbf). 1,000 board feet based on nominal widths, thickness, and extreme usable length of each piece of lumber or timber actually incorporated in the job. For glued laminated timber, 1,000 board feet based on actual width, thickness, and length of each piece actually incorporated in the job.

151 - Mobilization

151.03_nat_us_08_05_2005

151.03 Payment

Delete the entire subsection and add the following:

151.03 Payment

Mobilization is considered an indirect cost of this contract and will not be compensated as a separate work item.

153 - Contractor Quality Control

153.04_nat_us_10_24_2007

153.04 Records.

Delete all but the first sentence

155 - Schedules for Construction Contracts

155.00_nat_us_05_11_2004

155 Delete.

Delete Section 155 in its entirety.

209 - Structure Excavation and Backfill

209.10_nat_us_10_23_2007

209.10 Backfill.

(a) General.

Add the following:

Replace any pipe that is distorted by more than 5 percent of nominal dimensions, or that is ruptured or broken.

Do not place or backfill pipe that meets any of the following conditions until the excavation and foundation have been approved in writing by the CO:

- Embankment height greater than 6 feet at subgrade centerline.
- Installation in a protected streamcourse.
- Round pipe with a diameter of 48 inches or greater.
- Pipe arches with a span of 50 inches or greater.
- Any box culvert of structure other than pipe culverts.

(b) Pipe culverts.

(1) Pipe culverts with compacted backfill.

Add the following:

Excavate an area on each side of the pipe as needed to effectively achieve compaction requirements. Backfill without damaging or displacing the pipe. Complete backfilling of the trench with suitable material.

209.11_nat_us_02_24_2005

209.11 Compacting.

Delete the subsection and add the following:

Compact backfill using designated compaction method A, B, or C:

Method A. Ensure that backfill density exceeds the density of the surrounding embankment.

Method B. Adjust the moisture content of the backfill material to a moisture content suitable for compaction. Compact each layer using appropriate compaction equipment until visual displacement ceases. For compaction under sections 252, 254, 255, 257, 258 and 262 compact with a vibratory steel wheeled roller with a mass of at least 8 tons.

Method C. Determine optimum moisture content and maximum density according to AASHTO T 99 method C. Adjust the moisture content of the backfill material to a moisture content suitable for compaction. Compact material placed in all layers to at least 95 percent of the maximum density. Determine the in place density and moisture content according to AASHTO T 310 or other approved test procedures.

Table 209-1 Sampling and Testing Requirements

Add the following:

(2) Compaction methods (A) and (B) do not require AASHTO T-99 or T-310 test methods for foundation fill.

602 - Culverts and Drains

602.03_nat_us_09_06_2005

602.03 General.

Add the following:

Ensure that the final installed alignment of all pipe allows no reverse grades, and does not permit horizontal and vertical alignments to vary from a straight line drawn from center of inlet to center of outlet by more than 2 percent of pipe center length or 1.0 feet, whichever is less.

718 - Traffic Signing and Marking Material

718.05_nat_us_08_05_2009

718.05 Aluminum Panels

Delete the third paragraph and replace with the following:

Clean, degrease and properly prepare the panels according to methods recommended by the sheeting manufacturer. Conversion coatings will conform to ASTM B-921 or ASTM B-449.