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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.

101.03\_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	<a href="#">National Institute of Standards and Technology</a>
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.

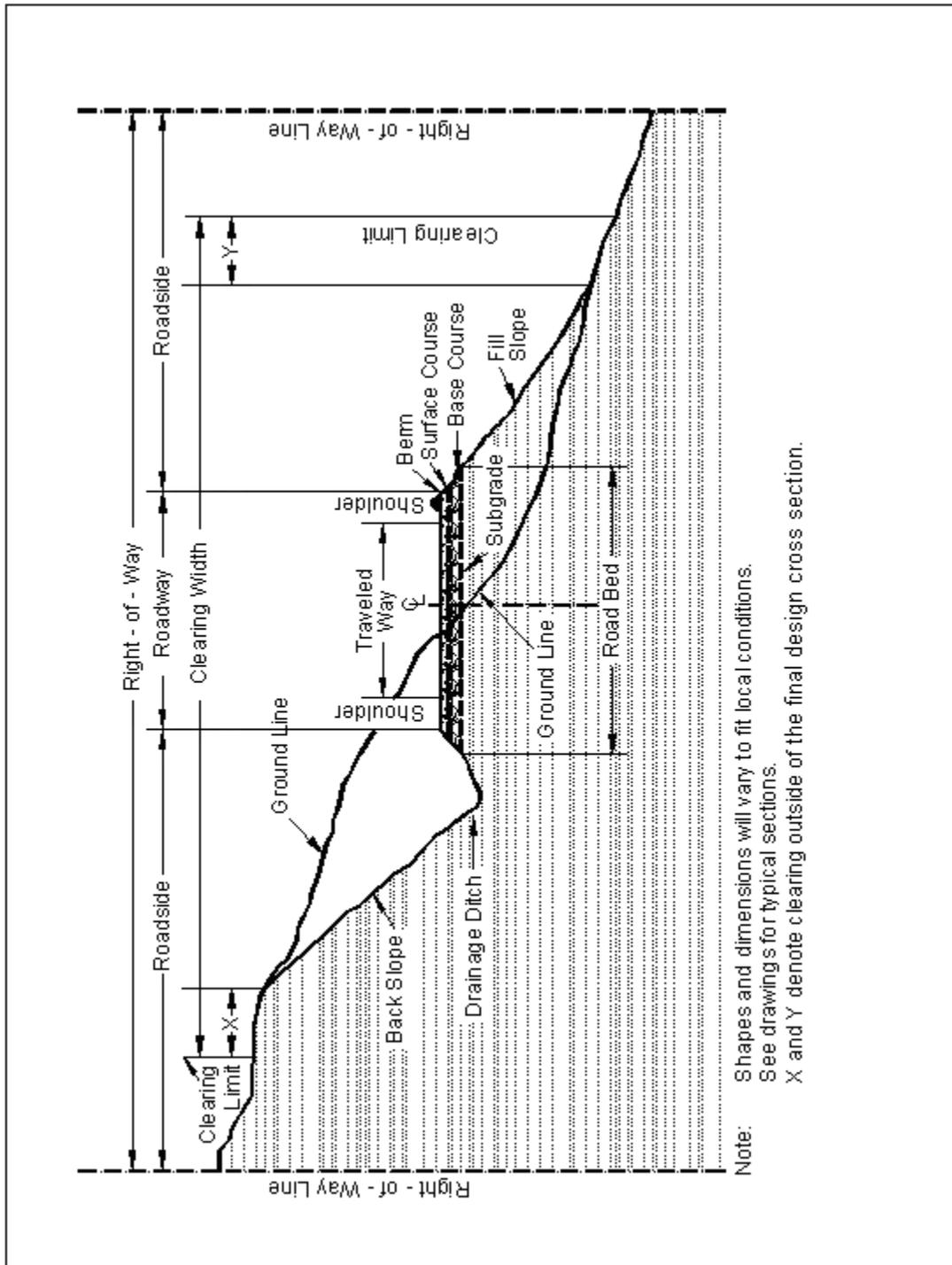
**Road Order**--An order affecting and controlling traffic on roads under Forest Service jurisdiction. Road Orders are issued by a designated Forest Officer under the authorities of 36 CFR, part 260.

**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.



## **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.

104.06\_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.

## 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

106.07\_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”.

107.09\_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

151.00\_01\_us\_10\_11\_2006

Delete Section 151 in its entirety and replace with the following.

### Description

**151.01** This work consists of moving personnel, equipment, material, and incidentals to the project and performing all work necessary before beginning work at the project site; obtaining of permits, insurance, and bonds. This work also includes washing and treating construction equipment and vehicles necessary for equipment transport to remove seeds, plants, and plant fragments before the equipment is used on Forest Service lands, according to the requirements within.

### Construction Requirements

Wash the sides, tops, and undercarriages of all construction equipment. Remove all seeds, plants, plant fragments, dirt, and debris from the construction equipment. Only equipment inspected by the Forest Service will be allowed to operate within the project area. All subsequent move-ins of equipment to the project area will be treated in the same manner as the initial move-in. This requirement does not apply to cars, pickup trucks, and other vehicles that regularly travel between the construction site and areas off the National Forest.

Equipment will be considered free of soil, seed, and other such debris when a visual inspection does not disclose such material. Disassembly of equipment, components or the need for specialized inspection tools is not required.

Notify the CO in writing at least 72 hours before moving any construction equipment onto the national forest. Notification will include an agreed upon location where the equipment will be available for inspection by the Forest Service. Inspection will be required after every cleaning.

Use methods of cleaning and locations for cleaning approved by the CO.

For work at a commercial washing facility, use an approved facility.

New infestations of noxious weeds of concern to Forest Service and identified by either Contractor or Forest Service, in the Project Area or on the haul route, will be promptly reported to the other party. Contractor and Forest Service will agree on treatment methods to reduce or stop the spread of noxious weeds when new infestations are found. A current list of noxious weeds of concern to Forest Service is available at each Forest Service office.

### Measurement

**151.02**\_Clean equipment prior to moving onto this project. The initial cleaning will not be included in the measurement for payment. Payment for cleaning will only be made if subsequent cleanings are ordered by the CO. Measurement shall be on an “each” basis, meaning one complete cleaning of all equipment required for this contract. Subsequent cleanings necessitated by the Contractor’s actions but not directed by the CO will not be included in the measurement for payment.

Measure mobilization according to Subsection 109.02.

### **Payment**

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

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

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

Include all costs associated with the initial cleaning of equipment in the unit bid price for Mobilization. Cleaning for subsequent move-ins will not be paid for unless after a suspension ordered by the CO.

## 155 - Schedules for Construction Contracts

155.00\_nat\_us\_05\_11\_2004

### 155 Delete.

Delete Section 155 in its entirety.

## 251 - Riprap

251.00\_01\_us\_10\_11\_2006

### 251.01 Description

Delete the first sentence and add the following:

This work consists of furnishing, hauling, and placing of riprap for bank protection, slope protection, drainage structures, erosion control, and other features shown on the plans.

### 251.02 Material.

Add the following:

When shown on the plans stone from the project site may be utilized.

### 251.07 Acceptance

Delete sampling and testing requirements of Table 251-1 and certification requirements of Subsection 106.03.

### 251.09 Payment.

Add the following:

The cost of excavation, embankment and haul required for placement of riprap is incidental to pay items listed in the bid schedule. No payment will be made under Item 251.

## 622 - Rental Equipment

622.02\_01\_us\_08\_20\_2004

### 622.02 Rental Equipment

Delete the first two sentences of the first paragraph and add the following:

Hydraulic Excavator. Provide a track mounted hydraulic excavator, 1990 model year or newer. Bucket must be equipped with an hydraulic "thumb". It is anticipated that an excavator of a size capable of performing the excavation needs for the project, i.e. structure excavation, riprap construction, etc., will be of an adequate size to be acceptable for any work that the Contractor may be directed to perform under this section.

## **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.