



CITY OF THE DALLES, OREGON
CONTRACT DOCUMENTS FOR:

CONTRACT NO. 2021-005
DOG RIVER PIPELINE REPLACEMENT TIMBER
REMOVAL PROJECT

CONTRACT DOCUMENTS:

**ADVERTISEMENT FOR PROPOSALS, PROPOSER'S CHECKLIST,
INFORMATION FOR PROPOSERS, DBE SIX GOOD FAITH EFFORTS, BOLI WAGE
BOOKLET, FEDERAL PREVAILING WAGE TABLES, TECHNICAL PROPOSAL FORM,
PRICE PROPOSAL FORM, CONTRACT FORMS, AND PROJECT SPECIFICATIONS AND
MAPS**

Project Manager:
Dave Anderson
Public Works Director
1215 West First Street
The Dalles, OR 97058
Telephone: (541) 506-2008

Project Consultant:
Paul Jones
WyEast Timber Services, LLC
3763 Neal Creek Road
Hood River, OR 97031

Due to the ongoing COVID-19 pandemic, bids must be submitted via email to thedallesbids@ci.the-dalles.or.us no later than 2:00 p.m. Pacific Standard Time on April 26, 2022. Note: Immediately following the electronic submission of a bid, bidders will receive confirmation that the bidder's email has been received. THE DUTY IS ON THE BIDDER TO ENSURE THAT THE REQUIRED BID DOCUMENTS ARE ATTACHED TO ANY EMAIL BEING SENT TO THE CITY IN RESPONSE TO THIS ADVERTISEMENT FOR BIDS.

Bid Opening will be via Zoom meeting.

The meeting ID is 858 0212 1281.
The Passcode is 068006.

Note: This project has a mandatory pre-proposal meeting to be held April 11, 2022 at 2:00pm via Zoom. The meeting ID is 824 6943 3261. The Passcode is 993675.

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NON-COLLUSION AFFIDAVIT

Contract Bid No. 2021-005

Dog River Pipeline Replacement Timber Removal Project

State of _____

County of _____

I state that I am (title) _____ of (name of firm) _____ and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

A. The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder, except as disclosed on the attached appendix.

B. That neither the price(s) nor the amount of this bid, and neither the approximate prices(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.

C. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.

D. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

E. (name of firm) _____, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental City and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as described on the attached appendix.

I state that (name of firm) _____ understands and acknowledges that the above representations are material and important, and will be relied on by City of The Dalles, Oregon in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from City of The Dalles, Oregon of the true facts relating to the submission of bids for this contract.

(Name of Company/Position)

Sworn to and subscribed before me this ___ day of _____, 2022.

NOTARY PUBLIC FOR OREGON

My Commission expires: _____

PROPOSER'S CHECKLIST

ITEMS TO BE INCLUDED IN PROPOSAL SUBMITTAL :

- ☐ Completed Proposal
- ☐ Completed Affidavit of Noncollusion
- ☐ Acknowledgement of addenda as may be issued during the proposal period
- ☐ Completed Certification of Workers' Compensation Coverage
- ☐ Completed Six Good Faith Efforts Form
- ☐ Completed Certificate Regarding Lobbying Form
- ☐ Delivered per methods described in Information for Proposers, Section 1.07

ADVERTISEMENT FOR PROPOSALS

Contract No. 2021-005

City of The Dalles is requesting proposals for the **Dog River Pipeline Replacement Timber Removal Project**. Proposals must be submitted no later than **April 26, 2022 at 2:00 p.m. Pacific Standard Time via email to: thedallesbids@ci.the-dalles.or.us**, at which time the email account designated for proposal receipt will be accessed. Proposals shall not be sent to any other email addresses. Proposal responses will be read aloud via a Zoom meeting. The Zoom Meeting ID is 858 0212 1281 and use Passcode 068006. Note: Immediately following the electronic submission of a proposal, proposers will receive confirmation that the proposer's email has been received. **THE DUTY IS ON THE PROPOSER TO ENSURE THAT THE REQUIRED PROPOSAL DOCUMENTS ARE ATTACHED TO ANY EMAIL BEING SENT TO THE CITY IN RESPONSE TO THIS ADVERTISEMENT FOR PROPOSALS.**

The City is requesting proposals for timber removal services related to the Dog River Pipeline Timber Removal Project on US Forest Service lands within and adjacent to The Dalles Municipal Watershed. The work for which proposals are being sought includes the cutting, skidding and decking of forest products to designated landings, construction and decommissioning of temporary access corridors and skid trails, repair of Forest Service roads used, and the subsequent processing of resulting slash.

The project includes the removal of standing timber along a corridor approximately 25 feet wide and 3.5 miles long in preparation for construction of a water transmission pipeline on US Forest Service lands. Work must be done while protecting the existing wooden pipeline along the project corridor. Logs are to be decked and slash treated as directed. Timber removal and slash disposal operations are to be completed by August 31, 2022. All work must be conducted in accordance with the contract documents.

Video of a drone flight along the project corridor is available for viewing at https://www.youtube.com/playlist?list=PLfXRcmLKKh-c_IP9IFaMyvS0sg9tXPwEp.

The project will be funded using a combination of federal Safe Drinking Water Revolving Loan Funds, Oregon Water Project Grants as administered by the Oregon Water Resources Department (OWRD), American Rescue Plan Act (ARPA) funds, and City water utility revenues and System Development Charges (SDCs). Accordingly, the contract documents will incorporate requirements of these funding programs including, but not limited to, the higher of Oregon state or federal prevailing wages to be paid, certified payroll requirements, good-faith efforts to engage disadvantaged businesses, methods of procurement, and American Iron and Steel requirements. All contractors will be required to have a valid DUNS number and System of Award Management (SAM) registration.

Proposals must be submitted on the proposal form furnished by the City of The Dalles and shall bear the signature of the Proposer. The contract proposal documents are available on the City website at <http://thedalles.org/bids>. They are also posted at the **Daily Journal of Commerce Plan Center; Oregon Contractor Plan Center; Southwest Washington Contractors; Central Oregon Builders Association; Tri-City Construction Council; Salem Contractors Exchange; Hermiston Plan Center; Premier Builder's Exchange; iSqFt; Builders Exchange of Washington; and Oregon Association of Minority Entrepreneurs.**

A mandatory pre-proposal meeting will be held April 11, 2022 at 2:00pm via Zoom. The meeting ID is 824 6943 3261. The Passcode is 993675.

Qualified certified Disadvantaged Business Enterprises (DBEs) are encouraged to propose.

The City may reject any proposal schedule not in compliance with all prescribed public proposal procedures and requirements, and may reject for good cause any or all proposal schedules upon a finding of the City it is in the public interest to do so. The City also reserves the right to waive any informality in connection with said proposal or to postpone the award of the contract for sixty days. Each proposal must contain a statement as to whether the proposer is a resident proposer as defined by ORS 279A.120.

No proposal may be withdrawn after the time set for the proposal opening, or before the award of the Contract, unless award is delayed for a period exceeding 60 days.

Any changes to the solicitation documents will be done by written Addenda. Proposers will be responsible for checking the City's website regularly for addendums and additional information for the project. Questions regarding contract documents should be directed to the Project Manager, Dave Anderson, via email at danderson@ci.the-dalles.or.us.

CITY OF THE DALLES, OREGON

Izetta Grossman, CMC, City Clerk

PUBLISHING DATE: April 1, 2022

INFORMATION FOR PROPOSERS

" DOG RIVER PIPELINE REPLACEMENT TIMBER REMOVAL PROJECT" CONTRACT NO. 2021-005

1.01 OBTAINING PROPOSAL DOCUMENTS

The City has entered into a certain agreement with WyEast Timber Services (WyEast), whereby WyEast has agreed to serve as City's agent to manage the Dog River Pipeline Replacement Timber Removal Project. Proposal documents can be obtained from City of The Dalles' website at <http://thedalles.org/bids> .

1.02 INTERPRETATION OF PROPOSED CONTRACT DOCUMENTS

If any person contemplating submitting a Proposal for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications, or other proposed contract documents, Proposer may submit to WyEast a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretations of the proposed documents will be made only by Addendum, duly issued and a copy of such Addendum will be posted on the City's website at <http://thedalles.org/bids>. Neither the City of The Dalles or WyEast will be responsible for any other explanations or interpretations of the proposed documents.

1.03 PRE-PROPOSAL MEETING

A non-mandatory Pre-Proposal Project Site Tour was advertised and held on November 10, 2021.

1.04 EXAMINATION OF PLANS, SPECIFICATIONS, SITE, ETC.

Proposers shall examine the plans, specifications, contract form, instructions to proposers, and other forms and shall visit appropriate City Departments and satisfy themselves by personal investigation as to the work to be done and all the conditions to be encountered prior to submitting a proposal. Failure of a proposer to visit or to thoroughly familiarize itself with the labor, equipment and material required, the difficulty of the conditions involved, or the scope of the project, shall not relieve the proposer of its obligation to complete the work for the price proposed nor entitle it to a price adjustment.

A video of a drone-flight along the project corridor is available for viewing at https://www.youtube.com/playlist?list=PLfXRcmLKKh-c_IP9IFaMyvS0sg9tXPwEp .

1.05 EQUAL OPPORTUNITY

There shall be no discrimination by reason of race, religion, color, sex, national origin, disability, age, or political affiliations in the employment of persons qualified by training and experience for work on the project under this contract. The Proposer shall comply with applicable Federal, State, and Local laws, rules, and regulations concerning Equal Employment Opportunity.

1.06 COMPLETING PROPOSAL FORMS

The Proposer shall submit its proposal(s) on the forms marked: "TECHNICAL PROPOSAL" and "PRICE PROPOSAL", which are included herein. All blank spaces in the proposal forms shall be properly completed. If the proposal is made by a partnership, it shall contain the name of each partner and shall be signed in the firm name, followed by the signature of the person signing. If the proposal is made by a corporation, it shall contain the name of the corporation, followed by the written signature of the officer signing on behalf of the corporation and the printed or typewritten designation of the office he holds in the corporation. The address of the proposer shall be typed or printed on the proposal.

1.07 SUBMISSION OF PROPOSAL(S)

Due to the ongoing COVID-19 pandemic, procedures for proposal submissions and public proposal openings have been amended. Proposals must be submitted no later than **April 26, 2022 at 2:00 p.m. Pacific Standard Time.**

Proposals must be submitted via email to: thedallesbids@ci.the-dalles.or.us , at which time the email account designated for Proposal receipt will be accessed. Note: Immediately following the electronic submission of a Proposal, Proposers will receive confirmation that the Proposer's email has been received. **THE DUTY IS ON THE PROPOSER TO ENSURE THAT THE REQUIRED PROPOSAL DOCUMENTS ARE ATTACHED TO ANY EMAIL BEING SENT TO THE CITY IN RESPONSE TO THIS ADVERTISEMENT FOR PROPOSALS.** One electronic submission of each Proposal is required. Proposal submissions that exceed 20MB in size cannot be accepted and will be rejected.

1.08 MODIFICATION OF PROPOSAL(S)

Proposals which contain conditions which will alter or modify the proposal, specifications, or other proposal documents shall not be considered as responsible proposals and are unacceptable; however, a proposer may withdraw its proposal at any time prior to the scheduled closing time for receipt of proposals.

1.09 WITHDRAWAL OF PROPOSAL(S)

At any time prior to the scheduled closing time for receipt of proposals, any proposer may withdraw its proposal, by written request, to the City Clerk, 313 Court Street, The Dalles, Oregon 97058.

After the scheduled closing time for the receipt of proposals and before acceptance of a proposal, no proposer will be permitted to withdraw the proposal unless said acceptance is delayed for a period exceeding sixty (60) days. Any proposals received after the scheduled closing time for receipt of proposals shall be returned to the proposers. Withdrawal of a proposal shall not disqualify the proposer from submitting another proposal provided the time for receipt of proposals has not expired.

1.10 PRE-QUALIFICATION

WAIVED

1.11 SURETY TO BE FURNISHED BY EACH PROPOSER

WAIVED

1.12 OPENING OF PROPOSALS

At the time and manner set for the opening and reading of proposals, each and every proposal (except for those which may have been withdrawn in accordance with the provisions of Section 1.09), received prior to the scheduled closing time for receipt of proposals, will be publicly opened and read aloud, irrespective of any irregularities or informalities in such proposals. The proposals will thereafter be filed for public inspection.

1.13 REJECTIONS OF PROPOSALS

The City may reject any proposal not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all proposals upon a finding of the City it is in the public interest to do so. The City also reserves the right to waive any informalities in connection with said proposals. Any proposal that is obviously unbalanced will be rejected.

1.14 ACCEPTANCE OF PROPOSAL(S)

Within sixty (60) days after the opening of the proposals, the City will act upon them. The acceptance of a proposal will be a notice in writing from the City Manager or their designee. No other act of the City will constitute the acceptance of the proposal. The acceptance of a proposal by the City shall bind the successful proposer to furnish liability insurance and to execute the contract.

1.15 EXECUTION OF CONTRACT

The successful Proposer will be required, within ten (10) days after receiving from the City properly prepared contract documents, to execute the contract in duplicate and to furnish any undertakings satisfactory to the City Attorney for each individual contract.

Before commencing the work, the Proposer shall furnish the City Attorney with an original certificate of insurance signed by an authorized representative. The certificate shall cover all areas set out in the Contract Documents, and be issued by a company licensed to do business in the State of Oregon and acceptable to the City Attorney. The insurance coverage shall be maintained in effect for the term of the proposed project. The certificate of insurance shall provide the City of The Dalles is named as an additional insured, and shall provide for 30 days notice to the City of any cancellation of the insurance policy.

Insurance shall be in the minimum amounts of:

<u>Type of Insurance</u>	<u>Limits of Liability</u>
Worker's Compensation	Statutory Worker's Compensation
Commercial General Liability - Combined Single Limits	\$1,000,000 (each occurrence) \$2,000,000 (aggregate)
Loggers Broad Form Policy must include coverage for products/completed operations.	\$2,000,000
Auto Liability - Combined Single Limits	\$500,000 All vehicles covered. Hired and non-owned auto liability

1.16 SUCCESSFUL PROPOSER TO FILE PERFORMANCE AND PAYMENT BONDS

WAIVED

1.17 RESOLUTION OF DISCREPANCIES IN THE PROPOSAL(S)

Should there be a discrepancy between the words and figures in the proposal(s), the words hold. Should there be a discrepancy between unit prices and extensions, totals, etc., the unit prices hold.

1.18 FAILURE TO EXECUTE CONTRACT

In the event the successful proposer fails to execute the contract or furnish insurance as required within ten (10) days after receiving the contract documents, the proposal will be

forfeited and the City may then negotiate the contract with the proposer of the next best proposal or re-advertise for proposals or obtain a contract by other lawful means.

1.19 PAYMENTS

General

Payments will be made to the contractor monthly based upon time-and-materials invoicing from the contractor and reviewed by WyEast Timber Services serving as City's agent.

Retainage

The City shall retain an amount equal to five percent (5%) of the contract price until final completion and acceptance of all work to be performed under this contract.

Money retained under the terms of this contract shall be: retained in a fund by the City and paid to the contractor in accordance with ORS 279C.570 or, at the option of the contractor, paid to the contractor in accordance with subsection b) or c) of this section and in a manner authorized by the City of The Dalles acting as a Local Contract Review Board.

a) If the City incurs additional costs as a result of the options described, the City may recover such costs from the contractor by reduction of the final payment. As work on the contract progresses, the City shall, upon demand, inform the contractor of all accrued costs.

b) If the contractor elects, the retainage as accumulated shall be deposited by the City in an interest-bearing account in a bank, savings bank, trust company, or savings association for the benefit of the City. Interest accrued on such account shall accrue to the contractor.

c) The Contractor may deposit bonds or securities with the City or in any bond or trust company to be held in lieu of the cash retainage for the benefit of the City. In such event, the retainage shall be reduced in an amount equal to the value of the bonds and securities and paid to the contractor in accordance with ORS 279C.560. Interest on such bonds or securities shall accrue to the contractor.

d) Bonds and securities deposited or acquired in lieu of retainage, as permitted by this section, shall be of a character approved by the City of The Dalles acting as a Local Contract Review Board. Such bonds and securities may include, but are not limited to:

- 1) Bills, certificates, notes or bonds of the United States;
- 2) Other obligations of the United States, or its agencies;

- 3) Obligation of any corporation wholly-owned by the Federal Government; or
- 4) Indebtedness of the Federal National Mortgage Association.

The bonds and securities deposited by the contractor shall be fully assigned to the City or be payable to the City on demand.

Additional Withholding

In addition to the amount which the City may otherwise retain under the contract, the City may also withhold a sufficient amount or amounts of any payment or payments otherwise due the contractor as in its sole judgement may be necessary to cover defective work not remedied, unpaid bills, or for any other valid reason.

Deferment of Payments

No final payment will be made until all orders made by the City to the contractor in accordance with the contract are complied with, and all claims or liens filed or prosecuted against the City contrary to the contract are satisfied.

In the event a complaint or charge of unlawful employment practices pursuant to the provisions of ORS 659 is filed against the contractor with the Commissioner of Labor, and the Commissioner of Labor issues a cease and desist order as defined in ORS 659, no further payments will be made until all of the provisions of the cease and desist order have been complied with by the contractor.

1.20 FINAL PAYMENT

Final Estimate and Payment

The contractor shall notify WyEast when work is considered complete and the City shall, within 25 work days after receiving the notice, either accept the work or notify the contractor of the work yet to be performed. If the work is accepted, the City shall notify the contractor and will make a final estimate and recommend acceptance of the work as of a certain date. Within thirty (30) days of approval and acceptance by WyEast and the City, the contractor will be paid a total payment equal to the amount due under the contract including all retainage.

Acceptance of Final Payment

The acceptance by the contractor of the final payment shall release WyEast and the City from all claims and all liability to the contractor for all things done or furnished in connection with the work, and for every act of the City and others relating to or arising out of the work.

1.21 PROPOSAL EVALUATION AND AWARD

STATUTES AND RULES: All proposals are subject to the Oregon Revised Statutes and the rules of the City's Public Contract Review Board.

EVALUATION FACTORS: Adherence to specifications, compliance with proposal conditions and instructions, price, and proposer capabilities and responsibility are material proposal evaluation factors as outlined below. A responsible proposer means not only a person who is financially responsible, but one who can be expected to deliver promptly and in all respects perform reliably under any contract entered into with the City of The Dalles.

SCORING CRITERIA: Scoring will be based on the categories listed below and further described in the Technical Proposal form, page 4. The Proposer must describe how Proposer meets the requirements that are specified in this RFP as outlined below.

DISADVANTAGED BUSINESS ENTERPRISE 5 Points

Proposals from certified Disadvantaged Business Enterprises (DBEs), or firms which will sub-contract with certified DBEs, will receive preference.

TECHNICAL APPROACH 25 Points

Proposer shall provide information summarizing its proposed Plan of Operations, Quality Control Plan and Safety Program, Supervision, Equipment to be used and Production Capability.

CAPABILITY AND PAST PERFORMANCE 25 Points

Demonstrate experience and qualifications to complete the requested Services. List two or three recent similar projects successfully completed and provide references for those projects. Please indicate whether proposer holds an Oregon or Washington Professional Logger certification (5 pts). Involvement of certified Disadvantaged Business Enterprises (DBEs) is preferred (5 pts).

PRICE / VALUE 45 Points

City may consider the Billing Rate Information for services to be provided under this contract. This information will be provided from Schedule A of the proposal.

EVALUATION CRITERIA	
	<u>MAXIMUM SCORE</u>
<input type="checkbox"/> Disadvantaged Business Enterprise	<u>5</u>
<input type="checkbox"/> Technical Approach	<u>25</u>
<input type="checkbox"/> Capability and Past Performance (Prof'l Logger Cert = 5pts)	<u>25</u>
<input type="checkbox"/> Price / Value	<u>45</u>
Total or Subtotal Score	<u>100</u>

AWARD/REJECTION: The City intends to award a single contract under this solicitation for all work anticipated in this project. A Contractor is free to subcontract various parts of the work with entities acceptable to the City. The City of The Dalles reserves the right to accept or reject any and all proposals.

Award of the Contract will be made to the proposer whose proposal is, in the opinion of the City Council or its designee, in the best interest of the City, price and other factors considered. The City reserves the right to reject all proposals or to reject any proposal not in accordance with this solicitation.

When an item that is proposed is not the same as the item specified in the proposal documents, the City shall determine whether or not the proposed item shall be considered to be an approved equal. If the item is not determined to be an approved equal, the proposal shall be rejected. This determination shall be made prior to the award of the proposal.

FOREIGN CONTRACTORS: Where a public contract is awarded to a foreign contractor, and the contract price exceeds \$10,000, the contractor shall comply with the Department of Revenue report requirements in order that final payment may be issued. A foreign contractor is one who is not domiciled in or registered to do business in the State of Oregon.

RESPONSIBLE PROPOSER: ORS 279A.120 requires the City, in determining the lowest responsible proposer, to add a percent increase to each out-of-state proposer's proposal price which is equal to the percent of preference given to local proposers in the proposer's home state. In other words, if the low proposer is from a state that grants a ten (10) percent preference to local proposers, the City must add ten (10) percent to that proposer's proposal price when evaluating the proposal.

1.22 PROPOSAL PREPARATION

Proposals offering alternate methods of work to be performed in a single proposal or requiring the City to elect between such methods will be rejected. However, a Proposer may submit as many separate proposals in separate envelopes as it desires.

PROPOSALS SHALL BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE CONTRACTOR.

A proposal shall be rejected if it contains any material alteration or erasures, unless, before the proposal is submitted, each such alteration and erasure is initialed in ink by the person signing the proposal.

Prices submitted must be for work indicated on the proposal. Work for which there is no specific proposal item shall be included in the most closely related item.

The signature on the proposal certifies that the proposal is made without consultation with any person, firm, or corporation also making a proposal for the same goods and/or services, and is in all respects fair and without collusion or fraud.

Proposals must be received electronically as specified in Section 1.07 prior to the scheduled opening time.

1.23 RESIDENT AND NON-RESIDENT PROPOSERS

Each Proposer shall indicate whether it is a resident or non-resident proposer. A resident proposer means a proposer that has paid unemployment taxes or income taxes in the State of Oregon during the twelve (12) calendar months immediately preceding submission of the proposal and has a business address in the State of Oregon.

1.24 INTERPRETATION OF QUANTITIES IN PROPOSAL SCHEDULE(S)

The quantities appearing in the Proposal Schedule are approximate and are prepared for comparison of proposals. The City does not represent or warrant that the individual items or total quantities of actual work will correspond. Payment to the Proposer will be made only for the actual quantities of work performed and accepted or materials furnished in accordance with the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased, or omitted as provided in the Project Specifications.

1.25 INTENT OF SPECIFICATIONS

The specifications are designed to be complimentary. It is the intent of the specifications to adequately describe the service to be provided. If errors or discrepancies are discovered in the proposal documents, WyEast shall be notified in writing no later than five (5) days prior to the proposal opening date. Neither WyEast or City shall be responsible for oral interpretations of these specifications. Upon receipt of a written communication from a prospective Proposer, WyEast or City will release a clarification in the form of an addenda, to be issued to all proposal holders.

1.26 COMMENT UPON SPECIFICATIONS

Any Proposer who believes any of the proposed specifications may limit competition among potential vendors must submit written comments or objections on the proposed specification to WyEast. The comments must specify why the proposed specification limits competition, and must be received no later than five (5) calendar days before the date when the proposals will be publicly opened and read aloud.

1.27 EVALUATION COMMITTEE

An Evaluation Committee consisting of WyEast, the City Director of Public Works, Assistant Director of Public Works and City Engineer will be responsible for initially reviewing the competing proposals, based upon the criteria set forth in the 'Information for Proposers'. The Committee will select the proposal determined to be in the best interest of the City, and their recommendation will be forwarded to the City Manager.

1.28 CONTRACT DURATION

The City desires to award the contract for a period through **August 31, 2022** all work except that around wetland is to be completed by July 31, 2022. The contract shall be authorized in writing upon approval by the City, WyEast, and Contractor. The effective date of the Contract shall be the initial date of authorization of the contract between the three parties. The Proposal will state the proposal price for the contract agreement. If contract duration is terminated by the City, the City, at its option, may award the contract to the next best proposer or proceed with advertisement for proposals as it deems to be in the best interest of the public.

1.29 PROTEST OF AWARD

A proposer who is adversely affected or aggrieved by the City's notice of award of the contract to another proposer shall have ten (10) calendar days after the notice of award to submit to the City a written protest of the notice of award. The written protest shall specify the grounds upon which the protest is based. To be eligible to file a protest, a protesting proposer must itself claim to be eligible for award of the contract as the best responsive and responsible proposer, and must be next in line for the award; i.e. the protest must claim all higher-ranked proposers are ineligible for the award because (1) the other proposals were non-responsive, or (2) the City committed a material violation of a provision in the solicitation document or of an applicable procurement statute or administrative rule, and the protestor was unfairly evaluated, and would have, but for such material violation, been the highest-ranked proposer. The City will not entertain a protest submitted after the time period established by rule or such different period as may be provided in the City's solicitation.

1.30 FEDERAL FUNDING REQUIREMENTS

This project will utilize, in part, with federal Safe Drinking Water Revolving Loan funds and is subject to certain federal requirements as follows.

SAM Registration and DUNS number are required for all entities that enter into direct contracts with the recipients of Safe Drinking Water Revolving Loan funds

SAM Registration: <https://www.sam.gov/SAM/>

DUNS Number <http://www.dnb.com/get-a-duns-number.html>

NOTE: The SAM registration expires annually and must be kept active until the SDWRLF project is closed	
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- 1. Termination for Cause and for Convenience & Breach of Contract** (language to be included in all construction contracts and subcontracts in excess of \$10,000:)
“Contractor shall address termination for cause and for convenience, including the manner by which it will be effected and the basis for settlement. In addition, contractor shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.”
- 2. Equal Employment Opportunity** (language to be included in all construction contracts and subcontracts in excess of \$10,000:)
“Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).”
- 3. Procurement of Recovered Materials** (language to be included in all construction contracts and subcontracts in excess of \$10,000:)
“Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, including procurement of recovered materials in a manner designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247.”
- 4. Whistleblower** (language to be included in all construction contracts and subcontracts)
“Contractor receiving SDWRLF funds shall under or through this contract to, post notice of the rights and remedies provided to whistleblowers under No Fear Act Pub. L. 107-174. 29 CFR § 1614.703 (d).”
- 5. Source of Funds** (language to be included in all construction contracts and subcontracts)
“Work under this contract is funded by the federal Safe Drinking Water Revolving Loan Fund through Business Oregon and a partnership of Local and/or Private Funds.”
- 6. Suspension and Debarment** (language to be included in all construction contracts and subcontracts)
“Contractor certifies that it is not debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, “Debarment and Suspension”, and shall not contract or permit any subcontract at any level with any party similarly excluded or ineligible. A list of excluded parties is available in the System for Award Management (SAM) at www.sam.gov, under “search records”. ”
- 7. Copeland “Anti-Kickback” Act** (language to be included in all construction contracts and subcontracts)
“Contractor shall comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 847) as

supplemented in Department of Labor regulations (29 CFR part 3).”

8. Intellectual Property (language to be included in all construction contracts and subcontracts:)

“Contractor hereby grants to the U.S. E.P.A. a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes, any intellectual property developed under this contract. Contractor shall secure from third parties the same license in the name of the U.S. E.P.A. regarding any intellectual property developed by third parties as subcontractors under this contract, or developed under contract with the Contractor specifically to fulfill Contractor’s obligations related to this contract.”

9. Inspections; Information (language to be included in all construction contracts and subcontracts:)

“Contractor shall permit, and cause its subcontractors to allow City of The Dalles, the State of Oregon, the federal government and any party designated by them to:

1. Examine, visit and inspect, at any and all reasonable times, the property, if any, constituting the Project.
2. Inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursement, contracts, and any other matters relating to the Project, and to its financial standing, and shall supply such reports and information as reasonably requested.
3. Interview any officer or employee of the Contractor, or its subcontractors, regarding the Project.

Contractor shall retain all records related to the Project for three years after final payments are made and any pending matters are closed.

10. Disadvantaged Business Enterprises (language to be included in all construction contracts and subcontracts:)

Recipient will implement the good faith efforts for solicitation and contracting with Disadvantaged Business Enterprises (“DBE”) described in Section 4.1 of the Safe Drinking Water Handbook. This applies to all solicitation and contracting for construction, equipment, supplies, engineering or other services that constitute the Project financed by this Contract. Recipient will maintain documentation in a Project file on Disadvantaged Business Enterprises. Recipient will maintain documentation in a Project file and submit required forms, as described in Section 4.1 of the Safe Drinking Water Handbook. Recipient will ensure that all prime contractors and subcontractors implement the good faith efforts for solicitation and contracting, and comply with all DBE procurement forms, statements, and reporting requirements. Recipient will ensure that each procurement contract (prime plus all subcontractor contracts) includes the following term and condition:

“The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.”

Recipient will ensure that all prime contractors and subcontractors implement the good faith efforts for solicitation and contracting, and comply with all DBE procurement forms, statements, and reporting requirements.

(Include the following forms, found in the Business Oregon Preconstruction Packet:)

- *DBE Six Good Faith Efforts and Form*

11. Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment (language to be included in all construction contracts and subcontracts:)

“As required by [2 CFR 200.216](#), federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Prohibitions extend to the use of Federal funds by recipients and subrecipients to enter into a contract with an entity that “uses any equipment, system, or service that uses covered telecommunications equipment or services” as a substantial or essential component of any system, or as critical technology as part of any system. Certain equipment, systems, or services, including equipment, systems, or services produced or provided by entities subject to the prohibition are recorded in the [System for Award Management](#) exclusion list.”

12. American Iron Steel (language to be included in all construction contracts and subcontracts:)

The Contractor acknowledges to and for the benefit of the City of The Dalles (“Purchaser”) and the State of Oregon (the “State”) that it understands the goods and services under this Agreement are being funded with monies made available by the Drinking Water State Revolving Fund that have statutory requirements commonly known as “American Iron and Steel;” that requires all of the iron and steel products used in the project to be produced in the United States (“American Iron and Steel Requirement”) including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and

the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

13. Federal Labor Standards (language to be included in all construction contracts and subcontracts.)

NOTE: Oregon Bureau of Labor and Industries (BOLI) prevailing wage requirements apply to public entities for projects over \$50,000 and private entities for projects that utilize more than \$750,000 of public funds.

Prevailing Wage Requirements.

“Construction projects assisted in whole or in part with the Safe Drinking Water Revolving Loan Fund Program (SDWRLF) must be carried out in compliance with Federal Davis Bacon and Related Acts and the Oregon Bureau of Labor and Industries (BOLI) requirements. Contractor shall pay each worker employed in the performance of this contract not less than the higher of the wage rate for the type of work being performed as set forth in either the Oregon Prevailing Wage “Prevailing Wage Rate for Public Works Contracts in Oregon” (if applicable) or the applicable federal Davis-Bacon Wage Decision. Contractor shall download a U.S. Department of Labor Employee Fair Compensation Notice and post it at the work site along with a list of locally prevailing wage rates. Contractor shall prepare and submit weekly Certified Payroll Reports on forms to be supplied by Business Oregon. Contractor shall permit access to construction site in order to conduct on-site interviews with workers during working hours.”

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage

determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Sub recipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii)(A) The sub recipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub recipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the sub recipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor,

Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the sub recipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding.

The sub recipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or

working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the sub recipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the sub recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the sub recipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of

Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub recipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be

paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and sub recipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Additional Clauses for Contracts greater than 100,000
Construction contracts and subcontracts greater than 100,000 must include all clauses
listed above in addition to the clauses listed below

Federal Labor Standards

Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The sub recipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar

day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The sub recipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Sub recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Sub recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

Compliance Verification

(a) The sub recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The sub recipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The sub recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors

and the duration of the contract or subcontract. Sub recipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB.

Sub recipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence."

(c) The sub recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The sub recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the sub recipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Sub recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the sub recipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The sub recipient shall periodically review contractors and subcontractor's use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Sub recipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm>.

Environmental and Natural Resource Laws (include the following language in all construction contracts and subcontracts in excess of \$100,000:)

"Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Prohibition on the Use of Federal Funds for Lobbying (Certification Regarding Lobbying form follows, for any contracts in excess of \$100,000)

Certification Regarding Lobbying

(Awards to Contractors and Subcontractors in Excess of \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed _____

Title _____

Date _____



City of The Dalles

Department of Public Works
1215 West 1st Street
The Dalles, OR 97058

PREVAILING WAGE NOTE

This project is subject to both federal Davis-Bacon and Oregon prevailing wage laws. All workers shall be paid no less than the applicable prevailing wage rate for the type of work being performed. The current “Prevailing Wage Rates for Public Works Contracts in Oregon” published by the Oregon Bureau of Labor and Industries shall apply to this contract. Current copies of the “Prevailing Wage Rates for Public Works Contracts in Oregon” may be obtained by contacting Oregon Bureau of Labor and Industries at (971) 673-0761 or by downloading a copy at: www.oregon.gov/boli/WHI/PWR/Pages/pwr_state.aspx

Current Prevailing Wage Rates for this project are the January 1, 2022 published rates

<https://www.oregon.gov/boli/workers/Prevailing%20Wage%20Rate%20Books/January%201,%202022%20PWR%20Rate%20Book.pdf>

Oregon Bureau of Labor and Industries

Prevailing Wage Rates for Public Works Contracts

Val Hoyle
Labor Commissioner
Rates Effective January 1, 2022



"General Decision Number: OR20220068 02/25/2022

Superseded General Decision Number: OR20210068

State: Oregon

Construction Type: Heavy

County: Hood River County in Oregon.

HEAVY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the

Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/18/2022
2	02/25/2022

CARP0001-038 06/01/2020

	Rates	Fringes
CARPENTER (Excluding Form Work).....	\$ 41.75	18.30
MILLWRIGHT.....	\$ 43.26	18.75

ELEC0048-018 01/01/2021

	Rates	Fringes
ELECTRICIAN.....	\$ 50.35	25.48

ENGI0701-038 01/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 45.90	15.35
GROUP 1A.....	\$ 48.06	15.35
GROUP 1B.....	\$ 50.22	15.35
GROUP 2.....	\$ 43.99	15.35
GROUP 3.....	\$ 42.84	15.35
GROUP 4.....	\$ 41.01	15.35
GROUP 5.....	\$ 39.77	15.35
GROUP 6.....	\$ 36.55	15.35

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: 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;

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;

GROUP 1B: LATTICE BOOM CRANE: Operator, 300 tons through 399 tons with over 200 feet boom; Operator 400 tons and over

GROUP 2: 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; HYDRAULIC CRANE: Hydraulic crane operator, 50 tons through 89 tons (with luffing or tower attachment); Rubber tired scraper with tandem scrapers; BLADE: Auto Grader; Blade Operator-Robotic; Bulldozer over 120,000 lbs and above;

GROUP 3: HYDRAULIC CRANE: Hydraulic crane operator, 50 tons through 89 tons (without luffing or tower attachment); LATTICE BOOM CRANES: Lattice Boom Crane-50 through 89 tons (and less than 150 feet boom); Rubber Tired Scraper: with tandem scrapers; self loading, paddle wheel, auger type, finish and/or 2 or more units; Bulldozer over 70,000 lbs up to and including 120,000 lbs;

GROUP 4: CRANE: Hydraulic Crane Operator, under 50 tons; LATTICE BOOM CRANE OPERATOR: Lattice Boom Crane Operator, under 50 tons; TRACKHOE-ROBOTIC: track and wheel type, up to and including 20,000 lbs. with any or all attachments; BLADE: Blade Operator; Tractor operator with boom attachment; DRILLING: Churn Drill and Earth Boring Machine Operator; Directional Drill Operator over 20,000 lbs pullback; CRANE: Chicago boom and similar types; Boom type lifting device, 5 ton capacity or less; Rubber-Tired Scraper, single engine, single scraper; Compactor-Self Propelled; Bulldozer over 20,000 lbs and more than 100 horse up to 70,000 lbs; Screed; Compactor with blade; Mechanic Hoist Operator two or more drums, Stiff leg, guy derrick or similar type 50 ton and over

GROUP 5: TRACKHOE-HYDRAULIC: Track type up to and including 20,000 lbs, Wheel type (Ford, John Deer, Case Type); Boom truck operator; DRILLING: Churn Drill and Earth Boring Machine Operator; Directional Drill Operator less than 20,000 lbs pullback; Forklift over 5 ton, Bulldozer 20,000 lbs or 100 horses or less; Roller; Compactor without blade; Hoist Operator single drum.

GROUP 6: Oiler; Grade Checker; Crane oiler; Forklift; Roller
(non-asphalt)

Zone Differential (add to Zone 1 rates):

Zone 2 - \$3.00

Zone 3 - \$6.00

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.

IRON0029-013 01/03/2022

	Rates	Fringes
IRONWORKER (Reinforcing and Structural).....	\$ 41.13	30.72

LAB00737-005 06/01/2020

	Rates	Fringes
Laborers: (Mason Tender-Cement/Concrete).....	\$ 32.71	15.40

LAB00737-031 06/01/2021

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 33.48	16.23
GROUP 2.....	\$ 34.71	16.23

LABORER CLASSIFICATIONS

GROUP 1: Asphalt Spreader

GROUP 2: Grade Checker

PAIN0055-022 07/01/2020

	Rates	Fringes
PAINTER		
BRUSH, ROLLER AND SPRAY.....	\$ 25.94	13.34

PLUM0290-008 04/01/2021

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 48.93	30.10

SUOR2009-066 11/23/2009

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 23.50	9.27
CEMENT MASON/CONCRETE FINISHER....	\$ 21.13	8.90

LABORER: Common or General.....	\$ 18.57	6.24
LABORER: Fence Erection.....	\$ 23.88	7.45
LABORER: Flagger.....	\$ 19.31	5.31
LABORER: Pipelayer.....	\$ 20.52	4.51
LINE CONSTRUCTION: Groundman....	\$ 31.36	7.27
OPERATOR: Backhoe.....	\$ 29.80	7.13
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 22.77	7.90
OPERATOR: Broom/Sweeper.....	\$ 32.31	6.43
OPERATOR: Excavator.....	\$ 30.12	6.23
OPERATOR: Loader.....	\$ 32.31	6.43
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 27.59	2.96
TRUCK DRIVER: Dump Truck.....	\$ 23.79	5.95
TRUCK DRIVER: Off the Road Truck.....	\$ 31.81	6.33
TRUCK DRIVER: Water Truck.....	\$ 26.12	6.53

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is

like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that

classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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 National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this

initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

Six Good-Faith Efforts

Any public water system receiving an award from the Safe Drinking Water Revolving Loan Fund and the Drinking Water Source Protection Fund must ensure good-faith implementation of the six good-faith efforts comprising the federal “Fair Share Program,” for the solicitation of all contractors providing construction, equipment, supplies, engineering or other services that constitute the project financed by the award.

Documentation demonstrating that these six good faith efforts have been taken must be included and maintained in the water system’s project files. Likewise, once a **contractor** has been selected by the water system, that contractor must adhere to the following six good-faith efforts in soliciting its subcontractors:

1. Ensure Disadvantaged Business Enterprises (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, state and local government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources. (Note: The acronym DBE used throughout this document is a global term for Minority Business Enterprises (MBEs) and Women’s Business Enterprises (WBEs).
2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, state and local government recipients, this will include dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
5. Utilize the services of the Small Business Administration (SBA) and the Minority Business Development Agency of the Department of Commerce.
6. If the prime contractor awards subcontracts, require the prime contractor to take these six good-faith efforts in subcontracting with Disadvantaged Business Enterprises for any subcontract that they let.

Locating Disadvantaged Business Enterprises for Outreach

Applicable MBE / WBEs are certified by the Office of Minority, Women and Emerging Small Business (OMWESB), Small Business Administration, or by a federal agency.

The following sites may be of assistance for locating Minority or Women-Owned Business (MBE / WBE) firms and others may exist too:

- Office of Minority, Women and Emerging Small Business (OMWESB) Directory of Certified Firms at <http://www.oregon4biz.com/How-We-Can-Help/OMWESB/>
- Federal System for Award Management at <https://www.sam.gov>
- Minority Business Development Agency, US Dept. of Commerce at www.commerce.gov/os/ogc/minority-business-development-agency
- EPA’s Office of Small Business Programs at www.epa.gov/osbp/
- Oregon Office of Economic & Business Equity at <https://dasapp.oregon.gov/statephonebook/display.asp?agency=12100&division=12103>
- U.S. Department of Transportation at www.dot.gov/osdbu/disadvantaged-business-enterprise

Prevention of Unfair Practices

Finally, there are a number of provisions designed to prevent unfair practices that may adversely affect DBEs that are now required of the prime contractor for every SDWRLF funded project:

- A SDWRLF loan recipient must require its prime contractor to pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment.
- A SDWRLF loan recipient must be notified in writing by its prime contractor prior to any termination of a DBE subcontractor for convenience by the prime contractor.
- If a DBE subcontractor fails to complete work under the subcontract for any reason, the SDWRLF loan recipient must require the prime contractor to employ the Six Good-Faith Efforts if soliciting a replacement subcontractor.
- A SDWRLF loan recipient must require its prime contractor to employ the Six Good Faith Efforts even if the prime contractor has achieved its fair share objectives.

Additional Information in the Development of Technical Proposals

The Technical Proposal template is required to be used by Proposers in responding to the evaluation criteria and Quality Control Plan. The Technical Proposal is a fillable document to facilitate use by the Proposer. Please enter your responses directly under each item in each section. Proposers may submit Alternate Technical Proposals for this project. However, the Proposer must submit a Technical Proposal that addresses the evaluation criteria as stated in addition to submitting the alternate proposal.

The template provides prospective Proposers with additional information on how to develop their Technical Proposal and what specific items to address or emphasize. These items cover areas of special concern to the Forest Service, City of the Dalles and the community collaborative which has participated in the development of this project. Please enter your responses after each statement needing information or data.

Remember!

- What you put down in your Technical Proposal becomes a binding part of the Contract. **Do not include items you do not intend to do!**
- It is understood that what is entered into the Proposer's Technical Proposal may have a price tradeoff. The City is looking for the offer whose technical/price relationship is the most advantageous to the City.

The City intends to evaluate proposals and reserves the right to award a contract without interviews with Proposers. Proposals should be submitted initially on the most favorable terms, from a price and technical standpoint, which the Proposer can submit to the City. The source selection procedure will begin with an initial review of the proposals and continue through a technical evaluation conducted by the Evaluation Committee. The Committee will rate the proposals based on the evaluation criteria provided herein and summarized in the Information for Proposers, Section 1.21. If it is determined that interviews or follow-up discussions are necessary, the Evaluation Committee will initiate discussions (written and/or oral) with each Proposer in the competitive range. At the conclusion of discussions held with those Proposers within the competitive range, the Evaluation Committee shall finalize its recommendation for award of the contract. Award will be made to that Proposer whose proposal is determined to be most advantageous to the City, cost and other factors considered.

NOTE:
SUBMISSION OF PRICE AND TECHNICAL PROPOSALS ARE DUE BY
April 26, 2022 @ 2:00PM

Technical and Price Proposals are being submitted in response to the advertisement of the Dog River Pipeline Replacement Timber Removal Project, Contract No. 2021-005. A Price Proposal is to be submitted on the enclosed form.

I understand that the Dog River Pipeline Replacement Timber Removal Project, Contract No, 2021-005, will be awarded based on a Best Value determination. One award will be made to the Proposer whose technical/price relationship is the most advantageous to the City.

This Technical Proposal, along with the price proposal, constitutes a firm offer and binds this company to accept award under the terms of the scope of work, the offer form, and any of the accepted terms of this Technical Proposal.

Name of Proposer

By (signature)

Date

COST/PRICE EVALUATION CRITERION. These criteria, provided in the Information for Proposers, Section 1.21, will (1) consider price reasonableness and competitiveness, and (2) be used to help determine the Proposers' understanding of the work.

PRICE PROPOSAL

Price Proposal - complete, sign, and enclose form.

TECHNICAL PROPOSAL

In preparing your Technical Proposal, the Proposer shall keep in mind the following End Results, specifications and objectives that shall be achieved in this contract.

LIST OF <u>END RESULTS</u>, SPECIFICATIONS AND OBJECTIVES TO BE MET WITH THE METHODS DESCRIBED BY THE PROPOSER IN THEIR TECHNICAL PROPOSAL	PAYMENT UNITS
Directionally fall trees within the pipeline corridor.	All
Ensure operations are conducted within the unit. Describe the equipment application, and method to be used to adhere to unit boundaries.	All
Describe quality control and quality assurance procedures that guarantee cut tree designations and utilization specifications will be met. Include descriptions of field inspection protocols and methods that will be used to ensure specifications are met.	All
Surface erosion and sediment delivery coming from new and/or existing landings, skid-trails, system roads, and temporary roads are mitigated on-site and confined to inside the subdivision boundaries.	All
Not more than 5 percent of the residual stand may be damaged by Proposer's Operations. Damage is defined as scarring of boles that exceed 144 square inches or 1/3 circumference of cambium exposure, "root sprung" trees, or trees with broken tops.	All
Pile landing and decking slash to meet specification with the least impactful machine. Identify the machine brand and model to be used to pile landing and decking slash.	All
Protection of existing pipeline.	All

Except for Past Performance, the Proposer's Technical Proposal, as accepted by the City, will be incorporated into any resultant contract.

Electronic Proposal submissions shall not exceed 20MB in size.

EVALUATION CRITERIA

Technical Proposals will be evaluated and ranked on the basis of the Evaluation Criteria listed below in (i), (ii), and (iii).

The Evaluation Criteria are of approximately equal value. All sub-factors listed under each evaluation criteria are approximately equal in importance. Proposals which are from or will sub-contract with certified Disadvantaged Business Enterprises will receive preference.

1. **Technical Approach.** The Evaluation Committee will evaluate each Proposer's technical approach based on the following sub-factors which are approximately equal in importance.
 - A. **Plan of Operations.** Proposer's who demonstrate a plan of operations for both product removal and project work, including its timeline (start and completion dates), and the rationale for work activities to ensure all contractual work will be completed by the contract termination date will rank 'Acceptable'.
 - B. **Quality Control Plan and Safety.** Proposals that show a well-developed quality control plan and effective measures for ensuring the plan will be followed will rank the highest. This shall include both harvesting and the service type restoration work items. Safety plans that discuss the multiple hazards inherent in forest work activities and provide adequate measures to mitigate the hazards will rank the highest. Safety Plans that include active involvement by the prime contractor and subcontractors will rank the highest.
 - C. **Supervision.** Contract managers and on-the-ground supervisors with more than 3 years' experience, that show knowledge of the multiple stewardship activities and can demonstrate their ability to manage the multiple stewardship contracts and subcontractors, will rank the highest.
 - D. **Equipment.** Proposers whose equipment has the capability and performance to achieve the **End Results** will rank the highest.
 - E. **Production Capability.** Proposer's demonstrating a production capability to accomplish this contract within the time allowed will rank 'Acceptable'. Look at the whole picture. Plan of operations that show capability to maximize production during Normal Operating Season (May 1 through July 31) will rank higher. The Proposer is to provide a list of logging system(s) to be used on each unit and expected production by unit.
2. **Capability and Relevant Past Performance.** The Evaluation Committee will evaluate each Proposer's organizational experience based on its breadth, its depth, and its relevance to the work that will be required under the contract. All sub-factors listed below are approximately equal in importance. Possession of an Oregon or Washington Professional Logger certification is preferred.
 - A. **Relevant Past Performance.** Past performance is a measure of the degree to which the Proposer satisfied its customers in the past 3 years and complied with Federal, state, and local laws and regulations.

Past performance will be evaluated on the following sub-factors:

- I. Quality of Work
- II. Customer Satisfaction
- III. Timeliness of Performance
- IV. Business relations
- V. Cost Control

In evaluating past performance, the Evaluation Committee will contact some or all of the references provided by the Proposer and other sources of information, including, but not limited to, Federal, state, and local government agencies, better business bureaus, published media, and electronic data bases.

Proposers with demonstrated knowledge and experience in the work to be completed, met specifications with few or no contract non-compliances or breaches, satisfied their customers, finished on time or ahead of time, maintained amicable communications with customer, exhibited flexibility, and completed the work at or below contract cost (assuming no changes in specifications), will be rated the highest. Also, it should be noted that not responding to items I-V above will result in a score of Marginal or Unacceptable for this sub-factor.

It should be noted that a "Neutral" rating could be assigned to this Evaluation Criteria by the Evaluation Team. Proposer(s) that do not have a record of relevant past performance or information regarding past performance is not available, will be assigned a "Neutral" rating. Firms lacking a past performance record

(e.g., new firms or those with no relevant experience within their organization) will be treated as an unknown performance risk, receiving a neutral rating in this criteria. A neutral rating will be established as the average of all other competing Proposers, or the average of the total rating available, whichever is less. Proposers that fail to submit any past performance or relevant past performance will not be considered for award.

- B. **Key Personnel.** Key personnel who display significant, high quality knowledge and experience in the type of work to be performed will rank higher. Key personnel who display experience in the work to be completed will rank highest.
- C. **Subcontractors.** The Government will evaluate the organizational experience of the Proposer's proposed key subcontractors. Subcontractors who display significant, high quality past performance will rank higher.

INSTRUCTIONS FOR COMPLETING TECHNICAL PROPOSALS

In preparing your responses to the Technical Proposal, the Proposer should keep in mind the End Results, specifications, and requirements contained in contract provisions and Mandatory and Optional Projects that are to be achieved under this contract.

(i) Technical Approach

Technical Proposals must present sufficient information to reflect a thorough understanding of the requirements and a detailed description of the techniques, procedures, and program for achieving the objectives of the specifications/statement of work. Proposals which merely paraphrase the requirements of the City specifications/statement of work, or use phrases such as "will comply" or "standard techniques will be employed" will be considered unacceptable and will not be further evaluated.

(A) Describe your plan of operations for reconstruction, product removal, and project work including the timeline (start and completion dates) and the rationale for work activities. The plan should be based upon completing all contract requirements by the contract termination date.

1. Plan of operations for product removal:

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(B) Provide a quality control plan for reconstruction, product removal, and projects including the measures you will use to ensure the plan is followed. Provide a safety plan that discusses the multiple hazards inherent in the work identified in scope of work. The plan must include your monitoring of employee work and working conditions. Include mitigation measures in the safety plan.

--

(C) Describe your ability to complete the multitude of activities listed within this project including product removal and all restoration type work activities. If multiple subcontractors will be used, describe your plan for managing all subcontractors.

--

(D) Provide a list of equipment to be used on this project. Prepare a response to each of the **End Results** indicating how you will deploy and use your equipment and personnel, and/or subcontractors, in achieving the specified **End Results** (this is NOT asking for a logging plan). However, describe the logging system(s) you plan to use on each unit.

--

(E) Describe your production capability to accomplish this project within the specified contract time. Include such things as logging system(s) you plan to use in each unit, the number of sides will you need to complete the required work, the number of log truck loads to be yarded each day, etc. Include a timeline for starting and completing work if it clearly demonstrates your work schedules. Keep in mind that some work activities have restricted periods for operations and work cannot occur during these times. Proposers are advised to review the scope of work for operational requirements and restrictions. ***Proposer insert your response starting here:***

Unit	Logging Systems	Number of Sides	Timeline (Start and End)	Production
Pipeline Corridor				

(ii) Capability and Relevant Past Performance Information Sheet

(A) Submit a list of contracts where you have performed similar work within the last 3 years. For each contract provide:

1. Company Name
2. Contact Person, phone number, and email
3. Dates of Work on the contract
4. Work (Tasks) assigned and completed

Also, explain/describe for each contract listed in **(A)** above how well you met each of the following business and contractual functions:

1. Quality of Work - Demonstrated ability to perform services in accordance with contract specifications, and conformance to good standards of workmanship.
2. Customer Satisfaction - Satisfaction of end users with the Proposer's completed products and services.
3. Timeliness of Performance - will be evaluated on compliance with delivery schedules; reliability; responsiveness to technical direction, no assessment of liquidated damages.
4. Business Relations - Effective management, ability to manage projects involving subcontracts, working relationship with the contracting officer and technical representatives, reasonable/cooperative behavior, flexibility, effective contractor-recommended solutions, businesslike concern for government's interests.

The Proposer should provide information on problems encountered on the contracts and subcontracts listed and the corrective actions taken to resolve those problems. The Government may obtain information from existing contract files.

5. Cost Control - Ability to complete contracts within budget (at or below); reasonableness of price change proposals submitted, and providing current, accurate, and complete billings.

Proposers are to provide responses to items 1-4 and 1-5 shown above for each contract used to demonstrate past performance. Not responding to these items will result in a score of Marginal or Unacceptable for this sub-factor.

Owner Name, Project Name	Contract Price
Contact Name, Address and Phone of Owner	Date of Completion
Describe Work Performed	

Owner Name, Project Name	Contract Price
Contact Name, Address and Phone of Owner	Date of Completion
Describe Work Performed	

Owner Name, Project Name	Contract Price
Contact Name, Address and Phone of Owner	Date of Completion
Describe Work Performed	

(B) Describe the experience of your key personnel who will be working on the the contract.

1. The Proposer shall assign to this contract the following key personnel: Contract managers and on-the-ground supervisors such as Overall Project Manager, Contract Representative, Logging Supervisor, Fuels Treatment Supervisor, Road Construction Supervisor(s) who will be supervising work in the timber removal specifications as well as other road work, maintenance and obliteration, and Individual Sub-Managers that will be supervising individual sub-contracts for work items not covered by personnel noted previously herein.

--

(C) Provide a list of subcontractors you propose to use on this contract and the work activities they will complete. Describe subcontractors' past performance and provide a list of similar contracts that each subcontractor has completed within the last three years.

--

(iii) Utilization of Local Workforce

(A) Describe the number of local workers you plan to hire, type of jobs (faller, loader operator, etc.), and planned length of employment each year under this contract.

(B) List your permanent places of operation.

(C) List the geographic location of your key personnel.

(D) List your subcontractors business address and County, and geographic places of operation.

General Quality Control Plan

1. How will quality be monitored to assure performance standards are met?

2. How will the quality control work be supervised?

3. How will results of the monitoring be used to ensure quality performance?

4. Who, by work activity, are the personnel responsible for performing quality control?

Product Removal Activities:

--

End Results:

The **End Result** is to ensure that the specific prescriptive criteria for cut tree designation will be met . Also describe how often these inspections will be done, how will the results be used or documented, and who will be responsible for the quality control and submission of required paperwork to the City.

Ensure operations are conducted within the unit. The End Result is to ensure that the Proposer describes how they will adhere to boundaries including the equipment, application, and method used. Also describe how often these inspections will be done, how will the results be used or documented, and who will be responsible for the quality control and submission of required paperwork to the City.

Describe quality control and quality assurance procedures that guarantee cut tree designations and utilization specifications will be met. The End Result is to ensure that the Proposer describes in detail how cut tree designations and utilization specifications will be met beyond what has been listed in their quality control plan. Include descriptions of field inspection protocols and methods that will be used to ensure specifications are met.

Erosion Control. The **End Result** is to ensure surface erosion and sediment delivery coming from new and/or existing landings, skidtrails, skyline corridors, system and temporary roads are mitigated on-site and confined to inside the subdivision boundaries. Describe how inspections and/or monitoring will be completed to ensure Proposer will meet erosion control requirements on new and/or existing landings, skidtrails, skyline corridors, system roads and temporary roads. Also describe how often these inspections will be done, how will the results be used or documented, and who will be responsible for the quality control and submission of required paperwork to the City.

Damage to Residual Trees. The End Result is to ensure not more than 5 percent of the residual stand is damaged by Proposer's Operations including reconstruction and temporary road construction. Damage is defined as scarring of boles that exceed 144 square inches or 1/3 circumference of cambium exposure, "root sprung" trees, or trees with broken tops. Describe how inspections and/or monitoring will be completed to ensure Proposer will meet maximum damage requirements. Also describe how often these inspections will be done, how will the results be used or documented, and who will be responsible for the quality control and submission of required paperwork to the City

Protection of existing pipeline. The end result is to ensure that the existing pipeline remains operable and unscathed during the entire tree removal process. Describe how you are going to protect the existing pipe from operations.

As described above, the Proposer's Field Rep supervising overall quality control, monitoring and inspecting will be:

<u>Activity</u>	<u>Name</u>	<u>Number</u>
Reconstruction:		
Product Removal:		
End Results:		

Price Proposal Form

Cover Sheet and Instructions

PURPOSE OF DOCUMENT:	Sets forth the basis of price proposals and contains blank spaces so all proposals will be submitted on identical form.				
CONTENTS:	Price Proposal Form for Dog River Pipeline				
FOR USE WITH:	Design Build Contract Documents				
COMPLETED BY:	√	Filling in		Adding Text	No Data Required
ITS USE IS:	√	Required		Optional	

PRICE PROPOSAL FORM

FOR:

Dog River Pipeline Replacement Timber Removal Project

Wyeast Timber Services, LLC

3763 Neal Creek Rd

Hood River, Oregon, 97031

March 23, 2022

PROPOSAL TO:

City of the Dalles

1215 W 1st Street

The Dalles, Oregon 97058

PROPOSAL FROM:

(Name of Firm Submitting Proposal)

(Address)

(City, State, Zip Code)

(Telephone Number)

(Date Proposal Submitted)

(DUNS number/SAM registration expiration date)

Note: All portions of this Price Proposal Form must be completed and the Price Proposal Form must be signed before the Proposal is submitted. Failure to do so will result in the Proposal being rejected as nonresponsive.

1.0 PROPOSER'S REPRESENTATIONS

Proposer, represents that a) it has the appropriate active Contractor's license required by the State of Oregon; b) it has carefully read and examined the Proposal Documents for the proposed Work on this Project; c) it has examined the site of the proposed Work and all Information Available to Prequalified Proposers; d) it has become familiar with all the conditions related to the proposed Work, including the availability of labor, materials, and equipment; e) that all information and submittals provided as part of the prequalification process are accurate and correct; Proposer hereby offers to furnish all labor, materials, equipment, tools, transportation, and services necessary to complete the proposed Work on this Project in accordance with the Contract Documents for the sums quoted. Proposer further agrees that it will not withdraw its Proposal within sixty (60) days after the Proposal Deadline, and that, if it is selected as the apparent lowest responsive and responsible Proposer, that it will, within 10 days after receipt of notice of selection, sign and deliver to City the Agreement and furnish to City all items required by the Proposal Documents. If awarded the Contract, Proposer agrees to complete the proposed Work within the number of days specified in the Agreement.

2.0 ADDENDA

Proposer acknowledges that it is Proposer's responsibility to ascertain whether any Addenda have been issued and if so, to obtain copies of such Addenda from City's facility at the appropriate address stated on Page 1 of this Price Proposal Form. Proposer therefore agrees to be bound by all Addenda that have been issued for this Proposal.

3.0 LUMP SUM BASE PROPOSAL

\$, , .

(Place figures in appropriate boxes.)

Proposer includes in the Lump Sum Base Proposal the following allowances;

\$(AMOUNT IN FIGURES) for _____ (describe each allowance).

If Lump Sum Base Proposal exceeds the Maximum Acceptance Cost in Request For Proposal, Proposal will be determined to be nonresponsive.

4.0 UNIT PRICES

The quantities set forth in the Unit Prices are estimates. City does not represent that the actual quantity of any unit price item will equal the Estimated Quantity stated below. City will perform the extension of the Unit Price times the respective Estimated Quantity.

Unit Price for DBH Class

Estimated Quantity of units:

dbh class:	1"-7.99"	8.0"-25.99"	26"+
totals	5481	2077	227

\$, . per DBH Class

(Place unit price figures in appropriate boxes.)

\$

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 per DBH Class

(Place unit price figures in appropriate boxes.)
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 per DBH Class

(Place unit price figures in appropriate boxes.)

7.0 SELECTION OF APPARENT LOW PROPOSER

The apparent best-value proposer will be determined in accordance with the evaluation process attached to the Request for Proposals.

8.0 PROPOSER INFORMATION

TYPE OF ORGANIZATION:

 (Corporation, Partnership, Individual, Joint Venture, etc.)

IF A CORPORATION, THE CORPORATION IS ORGANIZED UNDER THE LAWS OF:

THE STATE OF _____.
 (State)

NAME OF PRESIDENT OF THE CORPORATION:

 (Insert Name)

NAME OF SECRETARY OF THE CORPORATION:

 (Insert Name)

IF A PARTNERSHIP, NAMES AND TITLES OF PERSONS SIGNING THE BID ON BEHALF OF PROPOSER AND ALL GENERAL PARTNERS:

PERSONS SIGNING THE BID ON BEHALF OF PROPOSER:

(Insert Name and Title)

GENERAL PARTNERS:

(Insert Names)

(Insert Names-continued)

OREGON CONTRACTORS LICENSE(S):

(Name of Licensee)

(Classification)

(License Number)

(Expiration Date)

(For Joint Venture, list Joint Venture's license and licenses for all Joint Venture partners.)

9.0 REQUIRED COMPLETED ATTACHMENTS

The following documents are submitted with and made a condition of this Proposal:

1. Proposal security in the form of _____
(Bid Bond or Certified Check)

{

10.0 DECLARATION

I, _____ (Printed name), hereby declare that I am the
(Title) of _____ (Name of Proposer) submitting this Price Proposal Form; that
I am duly authorized to execute this Price Proposal Form on behalf of Proposer; and that all information set
forth in this Price Proposal Form and all attachments hereto are, to the best of my knowledge, true, accurate,
and complete as of its submission date.

I further declare that this bid is not made in the interest of, or on behalf of, any undisclosed person, partnership,
company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder
has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or
indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone
shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement,
communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any
overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the
public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the
bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any
breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay,
any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent
thereof to effectuate a collusive or sham bid.

I declare, under penalty of perjury, that the foregoing is true and correct and that this declaration was
subscribed at: _____ (Location and city),
County of _____, State of _____, on
(Date).

(Signature)

NOTICE OF AWARD

TO: _____

PROJECT DESCRIPTION: CONTRACT NO. 2021-005
DOG RIVER PIPELINE REPLACEMENT TIMBER REMOVAL PROJECT

The City has considered the **BID** submitted by you for the above described work in response to its Advertisement for Proposals dated April 1, 2022.

You are hereby notified that your **BID** has been accepted for the unit costs identified in your proposal dated _____.

You are required by the General Conditions to execute the Contract and furnish the required **Original Certificates of Insurance** within ten (10) calendar days from the date of receipt of this notice. Please sign all three original contracts and return them, along with the Certificates of Insurance, to me at:

Dave Anderson
City of The Dalles
1215 W 1st Street
The Dalles, OR 97058

If you fail to execute said Contract and to furnish said original certificates of insurance within ten (10) days from the date of this Notice, the **CITY** will be entitled to consider all of your rights arising out of the **CITY'S** acceptance of your **BID** as abandoned. The City will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this **NOTICE OF AWARD** to the **CITY**.

Dated this _____ day of _____, 2022.

CITY OF THE DALLES, OREGON

By _____
Dave Anderson, Public Works

ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE OF AWARD** is hereby acknowledged

By _____
(Company Name)

this _____ day of _____, 2022.

By _____ Title _____.

AGREEMENT
Contract No. 2021-005

This Agreement made and entered this _____ day of _____, 2022, by and between the City of The Dalles, an Oregon municipal corporation, hereinafter called "City", WyEast Timber Services, LLC., an Oregon corporation, hereinafter called "WyEast", and _____, hereinafter called "Contractor".

WITNESSETH

WHEREAS, WyEast has entered into a certain agreement with City, whereby WyEast has agreed to serve as City's agent to manage the Dog River Pipeline Replacement Timber Removal Project on US Forest Service lands along the corridor for a future pipeline construction project and identified in the maps attached hereto and incorporated herein by this reference; and

WHEREAS, pursuant thereto, WyEast is the exclusive agent for the City in the management of said project; and

WHEREAS, Contractor desires to contract to cut and deck the timber and dispose of resulting slash and woody debris as designated; and

WHEREAS, the Advertisement, Proposer's Checklist, Non-Collusion Guidelines and Affidavit, Information for Proposers, Scope of Work Narrative, DBE Six Good Faith Efforts and Form, Federal Davis-Bacon Wage schedule, Oregon Prevailing Wage "Prevailing Wage Rate for Public Works Contracts in Oregon" booklet, Contractor's Technical and Price Proposals, Notice of Award, Agreement for this Contract No 2021-005 and Notice to Proceed shall, taken together, constitute the Contract Documents:

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. City has hired the above named Contractor and hereby agrees that Contractor shall cut and remove timber from the designated corridor, deck the logs at designated landings, dispose of slash, and provide designated maintenance to road systems, at a price and upon the terms, covenants, and conditions hereinafter set forth, all of the timber and woody material designated for that purpose by WyEast, located, standing, and being upon those certain lands in Hood River County, State of Oregon, owned by the US Forest Service, and as more particularly described in Exhibit A (Timber Removal Scope of Work) attached hereto and incorporated herein by this reference.
2. Payment for Services
 - A. City covenants and agrees to pay Contractor for work under this contract as provided in attached Schedule A.

Contractor acknowledges that WyEast has been designated the exclusive agent of City in connection with timber removal as described in the contract documents. As the agent for City, WyEast shall prepare and lay out plans for timber removal and related work from the area in a manner consistent with the contract documents. Contractor agrees to remove the designated trees and woody material in a manner consistent with the contract documents and under direction of WyEast.

B. All payments shall be based upon a time-and-materials basis for work completed.

C. Retainage: Contractor shall invoice City monthly for work completed. City shall retain an amount equal to five percent (5%) of all payments to Contractor for work completed until such time as Contractor has, to the satisfaction of WyEast, complied with the terms of this contract respecting damage to US Forest Service property, including, but not limited to, any damage to roads, fences, bridges, streams and disposal of slash has been completed.

3. Road Construction. Contractor has the right to construct skid trails and access corridors as designated by WyEast. Such work will be incidental to the project.

4. Merchantability. All trees shall be utilized to as low a diameter in the tops as is practical, and in compliance with the provided specifications when merchantable. The log lengths shall be varied as directed by WyEast so as to comply with the specifications provided herein. All merchantable logs shall be decked at designated landings. The stumps shall be cut as low as is practical, but shall not be higher than twelve (12) inches above the ground on the high side.

5. Time. Within thirty (30) days from the date of this contract, as allowed by environmental conditions and administrative guidance, Contractor shall, in good faith and in a substantial way, begin timber removal operations. Thereafter, Contractor shall continue timber removal operations and the removal of said timber diligently and without intermission, except as hereinafter specifically provided, until all of said timber has been removed. Timber removal shall be completed by Contractor on or before July 31, 2022 except for work around designated wetlands which is to be completed by August 31, 2022, but these days may be extended by City at City's option. The fixing of this date does not excuse the Contractor from the primary duty of proceeding diligently and without intermission as set forth above. If City shall deem that Contractor has failed in this regard, Contractor shall have five (5) days within which to commence timber removal after written notice thereof from the City. After three (3) instances of this written notice being given, Contractor shall not thereafter be entitled to this notice, and City can declare default, upon failure of Contractor to perform hereunder without prior notice. In the event of Contractor failing to comply with the terms of this agreement, with or without notice from City, as required above, City may, at its option, declare this contract terminated and all accumulated retainage shall be forfeited to the City. In the

event Contractor shall be prevented at any time from continuing its timber removal development or operations and its removal of said timber because of strikes, fires whose origins or spread are not contributed to by any act or omission of Contractor, floods, heavy rains, muddy roads, or acts of God, or the public enemy, the period during which Contractor's operations shall be necessarily be suspended as a result of such causes shall not be deemed a breach of this section.

6. Title. Title to all merchantable forest products designated for removal under this contract, and to all logs now or hereafter being or remaining on US Forest Service land, shall be and remain in US Forest Service.

8. Timber Removal Practices. Contractor shall conduct operations in an efficient, workmanlike manner, and in accordance with good standard selective timber removal practices, where applicable, as the same prevail in the West Coast timber industry. Contractor agrees that timber removal shall be conducted in a manner consistent with the Timber Removal Scope of Work outlined in Exhibit A attached hereto and the Treatment Specifications set forth in Exhibit B attached hereto, both of which are incorporated herein by this reference. In addition, Contractor agrees to comply with all State, Federal, and local laws and regulations. This contract shall be performed by Contractor in such a manner as to prevent damage to the existing wooden pipeline and keep damage to remaining timber stands to a minimum.

9. Slash Disposal. The trees designated for selective harvesting shall be whole-tree logged. The Contractor agrees to and with the City that it will process slash resulting from this timber removal in such a manner as to keep the fire hazard to a minimum.

Contractor shall whole-tree yard to landings. In timber removal units designated by City and WyEast, Contractor shall perform all timber processing (long butting, bucking the rot from the log, etc.) on the landing sites rather than in the woods. Large-diameter downed wood shall be removed from the pipeline corridor to the landing and sorted appropriately.

10. Erosion Control by Contractor. Erosion prevention and control work in compliance with the Treatment Specifications, including stream course protection, shall be completed within five (5) calendar days after skidding operations related to each landing are substantially completed, or after WyEast designates on-the-ground work where such designation is required. Said time limit shall be exclusive of full days lost in Contractor's operations due to causes beyond Contractor's control, as set forth in Section 5 above. Such on-the-ground designation shall be performed as promptly as is feasible, unless it is agreed in advance, in writing, that the location of such work can be established without physically identifying and marking the area requiring such work on-the-ground. Damage resulting from Contractor's operations due to failure to perform required work shall be repaired by Contractor.

11. Preservation of Markings and Monuments. Contractor shall not remove, alter, damage, or destroy any signs, posters, land survey corners, witness trees, or corner

reference tags pertaining to the timber harvest or land surveys. If the Contractor disturbs, damages, or destroys any land survey corner, Contractor shall re-establish such corner at Contractor's own expense.

12. Snags and downed wood. All dead trees or snags and downed wood greater than 20-inches in diameter shall be retained in-place to the extent practicable.

13. Fire Precaution. Contractor shall conduct its timber removal operations upon said lands in compliance with all laws and regulations of the state of Oregon and of the United States, and of any agency or enforcement officer of the County of Hood River, or the State of Oregon or of the United States. During the time this agreement remains in force, Contractor shall make every reasonable effort to prevent and suppress forest fires on US Forest Service lands described in this agreement and in its vicinity, and shall require its employees likewise. Unless otherwise required hereby or prevented by circumstances over which Contractor has no control, Contractor shall place its equipment and employees at the disposal of any authorized forest officer for the purpose of fighting forest fires on or near said lands.

14. Truck Roads. Contractor shall have the right to use existing truck roads located on US Forest Service property and shall be permitted to construct skid trails from those truck roads for the purpose of loading logs on trucks or skidding logs to landings. Contractor shall secure the approval of WyEast before building or constructing any trails or devices on US Forest Service's land. All roads and skid trails shall be left in a condition satisfactory to the US Forest Service and WyEast upon completion of timber removal activities.

15. Indemnity and Insurance. Contractor agrees to indemnify City, WyEast and US Forest Service and to hold City, WyEast and US Forest Service harmless from and against any and all loss, expense, damage claims, demands, fines, charges, liens, liabilities, actions and causes of action, or proceedings of any kind whatsoever, whether or not arising on account of damage to or loss of, or trespass upon property, or injury to or death of persons, arising directly or indirectly, out of or in connection with, the performance by Contractor of any of its obligations hereunder, or arising out of, or in connection with, any operations or activities of Contractor, including any such claim, loss or liability which may be caused or contributed to in whole or in part by City's, WyEast's or US Forest Service's own negligence; neither City, WyEast or US Forest Service shall have any liability to Contractor for any loss or damage caused by third parties or by any condition of the property.

Before commencing the work, the Proposer shall furnish the City Attorney with an original certificate of insurance signed by an authorized representative. The certificate shall cover all areas set out in the Contract Documents, and be issued by a company licensed to do business in the State of Oregon and acceptable to the City Attorney. The insurance coverage shall be maintained in effect for the term of the proposed project. The certificate of insurance shall provide the City of The Dalles, WyEast Timber Services and US Forest Service are named as an additional insured, and shall provide for

30 days notice to all three parties of any cancellation of the insurance policy.

Insurance shall be in the minimum amounts of:

<u>Type of Insurance</u>	<u>Limits of Liability</u>
Worker's Compensation	Statutory Worker's Compensation
Commercial General Liability - Combined Single Limits	\$1,000,000 (each occurrence) \$2,000,000 (aggregate)
Loggers Broad Form	\$2,000,000

Policy must include coverage for products/completed operations.

Auto Liability - Combined Single Limits	\$500,000 All vehicles covered. Hired and non-owned auto liability
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16. Relationship of Contractor and City. It is agreed and understood that the relationship between City and Contractor is that of owner and independent contractor, and that no other relationship exists between them. Contractor is an independent contractor, and not an employee of City or WyEast.

17. Nondiscrimination. Contractor shall not discriminate against any person in hiring, promotion, termination, or in any manner related to this agreement by reason of that person's age, sex, race, color, creed, national origin, political affiliation, or handicap.

18. Obligation of Contractor to Employees. Contractor shall, as a condition of this contract:

A. Make payment promptly, as due, to all persons supplying labor and material to Contractor for the prosecution of work under this contract, including Contractor's employees.

B. Pay all contributions or amounts due by Contractor to the Industrial Accident Fund and/or other worker's compensation carriers

C. Not permit any lien or claim to be filed or prosecuted against City on account of any labor or material furnished by Contractor, its employees or subcontractors, pursuant to this agreement.

D. Pay to the Department of Revenue of the State of Oregon, to the Internal Revenue Service of the United States and to the Social Security Administration all sums due as employer contributions and employee withholding.

19. Compliance with Oregon Labor Laws. Contractor shall comply with all

applicable provisions of ORS Chapter 279 related to hours of work, holidays, medical coverage and compensation of employees, and shall assure that the required provisions are included in any subcontract let for construction or labor pursuant to this service contract.

20. Permits and Responsibilities. It is not expected that Contractor will need to obtain any permits necessary to carry out its responsibilities in connection with this agreement. Contractor shall comply with all Federal, State, and local statutes, ordinances and regulations, including, but not limited to, applicable laws and regulations dealing with safety and environmental concerns.

21. Termination For Convenience of City. In the event that this agreement is terminated by City prior to its normal expiration date, or prior to the completion of the designated work, the termination shall be accomplished in the following manner:

A. City shall send a notice of termination to WyEast by certified mail. WyEast shall in turn notify Contractor by certified mail of City's notice of termination. The notice given by City shall give the date of termination and shall state that the termination is for the convenience of the City.

B. Upon receipt of the termination notice, Contractor shall cease all operations under this contract. Contractor shall prepare a summary of the status of the timber removal work as of the time operations were terminated, and shall forward such list to WyEast within five (5) days of receipt of termination notice.

C. City shall direct WyEast whether to complete or terminate the timber removal operations of the Contractor. Contractor will be paid for any work performed prior to termination.

D. All work under this contract shall cease on the termination date. Contractor shall be entitled to such compensation for the work in progress as may be reasonably determined by WyEast. It is understood that Contractor has factored into its bid to perform this work, the costs of moving equipment in and moving it out upon completion. In the event of termination under this paragraph 20, Contractor shall be entitled to a pro rata reimbursement for these costs depending upon the extent to which the contract has been completed, and as shall be reasonably determined by WyEast.

22. Termination for Default. In the event of any material breach of this contract by Contractor, City or WyEast may, at its option, and in addition to other remedies, terminate this contract for default. On notice of default termination, Contractor shall cease all work and forward all remittance directly to WyEast.

Termination shall be without prejudice to City's and WyEast's rights to recover damages caused by Contractor's default. Such damages may include, but are not limited to, contractual, accounting, forest management, and increased project costs necessary to

fulfill the Contractor's obligations pursuant to the terms and provisions of this agreement. Following termination, Contractor shall be entitled to payment work completed less amounts reasonably deducted by City for such payments to cover damages caused by Contractor's default. The remedies of termination and suspension shall be optional remedies and shall be available in addition to any other remedy available under applicable law for breach of contract.

23. Fees, Costs, Disputes. In the event of disputes between the parties leading to litigation or arbitration, each party shall bear its own fees, costs, and attorney's fees regardless of the outcome of the dispute. The parties hereto agree that in the event of any dispute between the parties arising directly or indirectly out of this agreement between the parties, or relationship between the parties created as a result of this agreement, the parties shall submit such dispute(s) to arbitration, pursuant to the rules of arbitration of the American Arbitration Association. A dispute may be submitted to arbitration by any party. Contractor and City shall each select an arbitrator and the two arbitrators will select a third. The parties hereto agree that the arbitrator shall be selected from a panel of arbitrators with experience in the area of forest management; the list of arbitrators to be provided by the American Arbitration Association.

24. Assignment. Contractor may not assign, subcontract, or otherwise transfer, voluntary or involuntary, any of its interest in this contract without the prior written consent of the City and WyEast. Consent by the City and WyEast to one transfer shall not constitute consent to other transfers or a waiver of this provision.

25. Notice. Any notices required to be sent from one party to the other shall be sent by mail to the address of the party listed in this clause.

A. Notices to City:
Dave Anderson
Public Works Director
1215 W 1st Street
The Dalles, OR 97058

B. Notices to WyEast:
Paul Jones
WyEast Timber Services, LLC
3763 Neal Creek Road
Hood River, OR 97031

C. Notices to Contractor:

26. Designation and Acceptance of Agent. City has appointed WyEast as its exclusive agent and Contractor hereby accepts WyEast as City's exclusive agent for the purpose of:

- A. Designating trees to be cut and downed wood to be treated;
- B. Checking to determine whether all work has been done in conformity with the terms of this contract;
- C. Inspection of road/trail construction and maintenance and bridges;
- G. Compliance with fire regulations and snag disposal;
- H. Overseeing the Contractor's compliance with the requirements of this contract.

IN WITNESS THEREOF, the agreement has been executed by the parties as of the day and year first written.

CITY OF THE DALLES

By: _____
Julie Krueger, City Manager

Approved as to Form: _____
Jonathan Kara, City Attorney

Attest: _____
Izetta Grossman, CMC, City Clerk

WYEAST TIMBER SERVICES, LLC

By: _____
President
WyEast Timber Services, LLC

CONTRACTOR

Company: _____

By: _____
Name/Title

NOTICE TO PROCEED

To: _____

Date:

PROJECT: CONTRACT NO. 2021-005

DOG RIVER PIPELINE REPLACEMENT TIMBER REMOVAL PROJECT

You are hereby notified to commence **WORK** in accordance with the **CONTRACT**
dated _____, on or before _____.

You are required to return an acknowledged copy of this **NOTICE TO PROCEED** to the
CITY.

**CITY OF THE DALLES
PUBLIC WORKS DEPARTMENT**

BY **Dave Anderson**

TITLE **Public Works Director**

ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE TO PROCEED** is hereby acknowledged by

_____, this ____ day of _____, 2022.
(Company Name)

BY _____

TITLE _____

CERTIFICATION OF WORKERS' COMPENSATION COVERAGE

The Contractor, for the purposes of this contract, hereby certifies that it is currently providing Oregon Workers' Compensation coverage for all its employees and will maintain coverage throughout the course of the project through one of the following methods:

1. ☐ "Carrier-Insured Employer" (State Accident Insurance Fund corp. or other authorized insurer)

Insurance Company Name _____

ID/Policy Number _____

2. ☐ "Self-Insured Employer" (Certified by the Workers' Compensation Division)

ID number as assigned by the
Workers' Compensation Division _____

3. ☐ I am an independent contractor and will perform all work under this contract without the assistance of others.

In the event of cancellation or change in the information above, Contractor certifies that it will immediately notify the Department of said cancellation or change and will obtain alternate coverage.

Dated _____ 2022

(Contractor's Signature)

REMINDER – ADDITIONAL INFORMATION NEEDED

Has your insurance carrier filed with Oregon Workers' Compensation Division a guaranty contract as proof of coverage for your employees working in Oregon?

For filing information, contact the Workers' Compensation Division at Labor and Industries Building: Salem, OR 97301; Phone (503) 947-7810

WYEAST TIMBER SERVICES, LLC DOG RIVER PIPELINE CLEARING CONTRACT #2021-005

12/17/2021



Timber Services, LLC
WyEastTimberServices.com

OVERVIEW

1. Project Background and Description

The Dog River pipeline is a vital component of The Dalles municipal water system. The pipeline diverts water from Dog River to supplement streamflow in South Fork Mill Creek where the City's intake structure is located. The existing pipeline carries about half of the City's annual water supply. Wicks Water Treatment Plant treats and delivers about 1.25 billion gallons of drinking water annually. The pipeline has served the city for more than a century. But it is now deteriorating, leaking, and at risk of catastrophic failure. Replacement of the pipeline will conserve as much as 1 million gallons per day. A new pipeline will reduce the amount of water diverted from Dog River to meet municipal water demands.

The project will be undertaken on properties owned and managed by the US Forest Service (USFS) and the project specifications incorporate compliance with the Project Design Criteria as provided in the Dog River Pipeline Replacement Environmental Assessment issued by the USFS Mt Hood National Forest dated June 2020. Much of the work will occur along primitive Forest Service roads for which there will be basic road clearing and maintenance requirements. Other areas of the project will occur in steep terrain downslope from the roads. Some work will occur near the existing buried wooden pipeline requiring care to avoid damaging the infrastructure which will need to remain operational during the project.

The project will be funded using a combination of federal Safe Drinking Water Revolving Loan Funds as administered by Business Oregon and Oregon Health Authority, Oregon Water Project Grants as administered by the Oregon Water Resources Department (OWRD), and City water utility revenues and System Development Charges (SDCs). Accordingly, the contract documents will incorporate requirements of these funding programs including, but not limited to, the higher of Oregon state or federal prevailing wages to be paid, certified payroll requirements, good-faith efforts to engage disadvantaged businesses, methods of procurement, and American Iron and Steel requirements. All contractors will be required to have a valid DUNS number and System of Award Management (SAM) registration.

2. Project Scope

The existing pipeline follows topographic contours along a circuitous route around Dog River Mountain to maintain gravity flow. Specifically, the pipeline travels north along the Dog River gauging station access road 4,000 linear feet to Forest Service Road (FSR) 44. It traverses to the west and then to the north along the base of Dog River Mountain, approximately 13,700 linear feet. The pipeline then travels 2,000 linear feet through a small hill by way of a 40-foot-deep hand-excavated notch. The pipeline crosses FSR 1700 and parallels the existing access road south of the Mill Creek gauging station, where it discharges into South Fork Mill Creek (see fig. 1). There are several areas where the pipeline sits at a fixed distance from the nearest road. In these areas, operator will need to create access corridors which should be focused on areas where canopy closure is 40% or less. In short, pick an unhealthy part of the stand to punch a hole through for access.

Existing trees and dead wood would be cut and removed within a 25-foot corridor as well as construction staging areas and landings. Approximately 7,785 trees ranging in size from 1 to 48 inches DBH would be removed. Of these 7,785 trees, approximately 227 trees are larger than 26 inches DBH, 2077 trees are between 8 and 25.99 inches DBH, and the remaining trees are 7.99 inches DBH and smaller (see figure 2). With these parameters, there might still be a few additional trees that have either died or gone unnoticed that need felled away from the pipeline project.

This stage of the project involves only the clearing of vegetation, downed wood and trees from the pipeline corridor, staging areas and landings in preparation for the construction of the new pipe set for late spring/early summer of 2022.

3. High-Level Requirements

For this project you must

- Pile logging slash free of dirt 8 feet wide at base and 6 feet tall minimum covered in plastic; keep piles away from streams or wetlands and dripline of residual trees. In some circumstances, this means trucking material.*
- Trees will need to be stored in designated areas. In some circumstances, this means trucking material.*
- Landings will be separate from staging areas already designated. (see figure 1)*
- Roads – treatment measured from the centerline of the road to the bottom of ditch or defined road edge, plus an additional 5 feet on each side. The treated area is 12 feet from both sides of centerline. With more than 150ft between skid trails or skyline corridors.*
- Brush 5 feet outside road edge, grade road in a manner that maintains crown and existing ditch line. Brush anything up to 8”.*
- Monitor and protect all streams and wetlands from sediment flow using weed free straw bales/waddles, silt fences and biobags.*
- Equipment must be clean and inspect post operations for soil or vegetation matter.*

- *Existing pipeline needs protected during the project as it will still be providing City of The Dalles with water.*
- *Trees will be processed into manageable lengths, with an 8' length 4" small end diameter minimum utilization specification. Stump height not to exceed 5" on highside of stump. See figure 3.*
- *Contractors will not be allowed to cross Brooks Meadow Creek on 1700-014 unless they provide a temporary Forest Service-approved crossing structure.*
- *Contractors required to have DUNS number and System of Award Management (SAM) registration.*
- *Contractor will be required to decompact landings and areas of high equipment use following USFS guidelines of 18" scarification depths.*

4. Deliverables

This project will be completed with oversight from the City of Dalles, USFS Mt Hood and Wyeast Timber Services. Of these three groups, you'll find this contract similar to a USFS integrated resource service contract.

5. Affected Business Processes or Systems

- *Surveyors ridge trail needs adequate closure signs to keep recreationist out of the area. Public will be notified pre-operation of closures.*
- *Forest roads 17 and 44 need to have adequate signage of operations.*

6. Specific Exclusions from Scope

The first phase of the project will be 25' clearing limits to make way for the new pipe. Clearing right of ways for access, landings for logging slash/log storage and clearing staging areas for material related to the second phase of the project. Along with the clearing limits, the roads will need to be maintained/improved with brushing and grading in preparation for pipeline construction. Road prism re-established, brushed out vegetation to allow for log truck travel, maintain existing ditch line, and a 24" culvert replacement project on the 1700-014 road that crosses Brooks meadow.

The second phase of the project will be a different contract to dig and construct the new pipeline.

7. Implementation Plan

Contractors submit a price proposal based on tree diameters which should factor in, road maintenance, skidding, hauling to designated areas, processing, piling of slash and access corridors. Contracts can use whatever equipment that can successfully implement this contract to meet or exceed end goals.

8. High-Level Timeline/Schedule

*Set to advertise Friday April 1st , 2022
Receive bids Tuesday, April 26th , 2022
Award contract Monday May 9th , 2022
Mobilize Tuesday May 31st , 2022 or before
Corridor Clearing Monday June 6th , 2022 or before
Pipe Construction Beginning around Tuesday July 5th , 2022
The areas designated for initial work include:*

- 1. South of USFS road 44 to headworks (on road 4400011)*
- 2. East of USFS Road 17 to outfall(barring any seasonal restrictions)*
- 3. Staging Area 1 (Off Road 1700690)*
- 4. Staging Area 2 (Off Road 4400011)*

This will give the best chance for the pipeline contractor meaningful areas to work, if the corridor clearing doesn't get totally done prior to construction.

Project is expected to bid spring of 2022, it is estimated that there will be about a month's worth of work. From time of award to contract termination date of August 31, 2022 there should be ample time to complete the project. Preference will be given to those contractors who plan on finishing the work before summer of 2022.

The areas that we will be surveying first thing this spring (likely around May before we can access this site due to snow) are west of 17 road on Northern portion of pipeline. What we find as part of those surveys will guide us as far as next steps. As a reminder IF we end up with seasonal restriction, it will be limited to only portions of the project, likely west of the 17 road on the N. portion of the pipe. Lastly there are ways we can continue to make some forward progress even during that restricted period (March 1-July 15), that we can get into if that is where we end up.

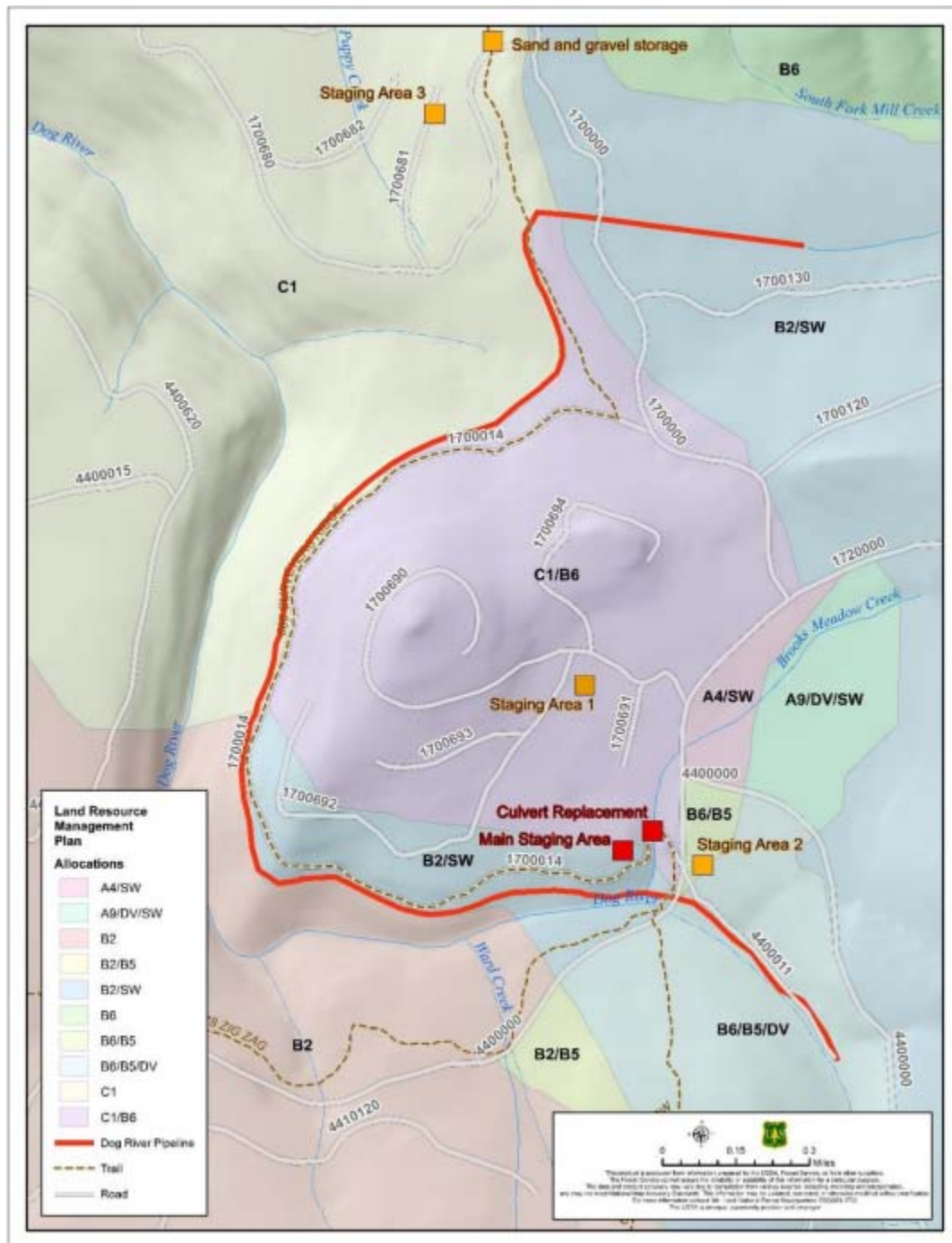
Operations shall only be allowed between July 15 and August 30th within 30 feet of streams, springs, seeps or wetlands.

APPROVAL AND AUTHORITY TO PROCEED

We approve the project as described above, and authorize the team to proceed.

Name	Title	Date

Approved By	Date	Approved By	Date
-------------	------	-------------	------



Dog River Pipeline Clearing Limit Project:

100% cruise project was completed on the pipeline corridor as well as the landings.

Border trees (trees on the edge of the line) were marked with the following:

Blue paint dot: do not cut

Red paint dot: do not cut

Results:

dbh class:	1"-7.99"	8.0"-25.99"	26"+
totals	5481	2077	227

Figure 2

Decking Standards

Species	Product	Minimum Decking Specifications				
		Piece Required to be Decked				
		Diameter Breast High (d.b.h.) (inches)	Number of Minimum Pieces per Tree	Length (feet)	Diameter Inside Bark at Small End (inches)	Net Scale in % of Gross Scale 1/
Coniferous Species (Live)	Sawtimber	8.0	1	8	6.0	40
Coniferous Species (Live)	Gm Bio Cy	5.0	1	8	4.0	N/A



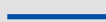

All material meeting the above specifications will be sorted into decks based on product at approved landing locations. All other material not meeting these specifications is considered operational slash.


Logs will be cut into lengths as long as possible in 2ft increments up to 40ft allowing for 4-6" of trim.

Figure 3

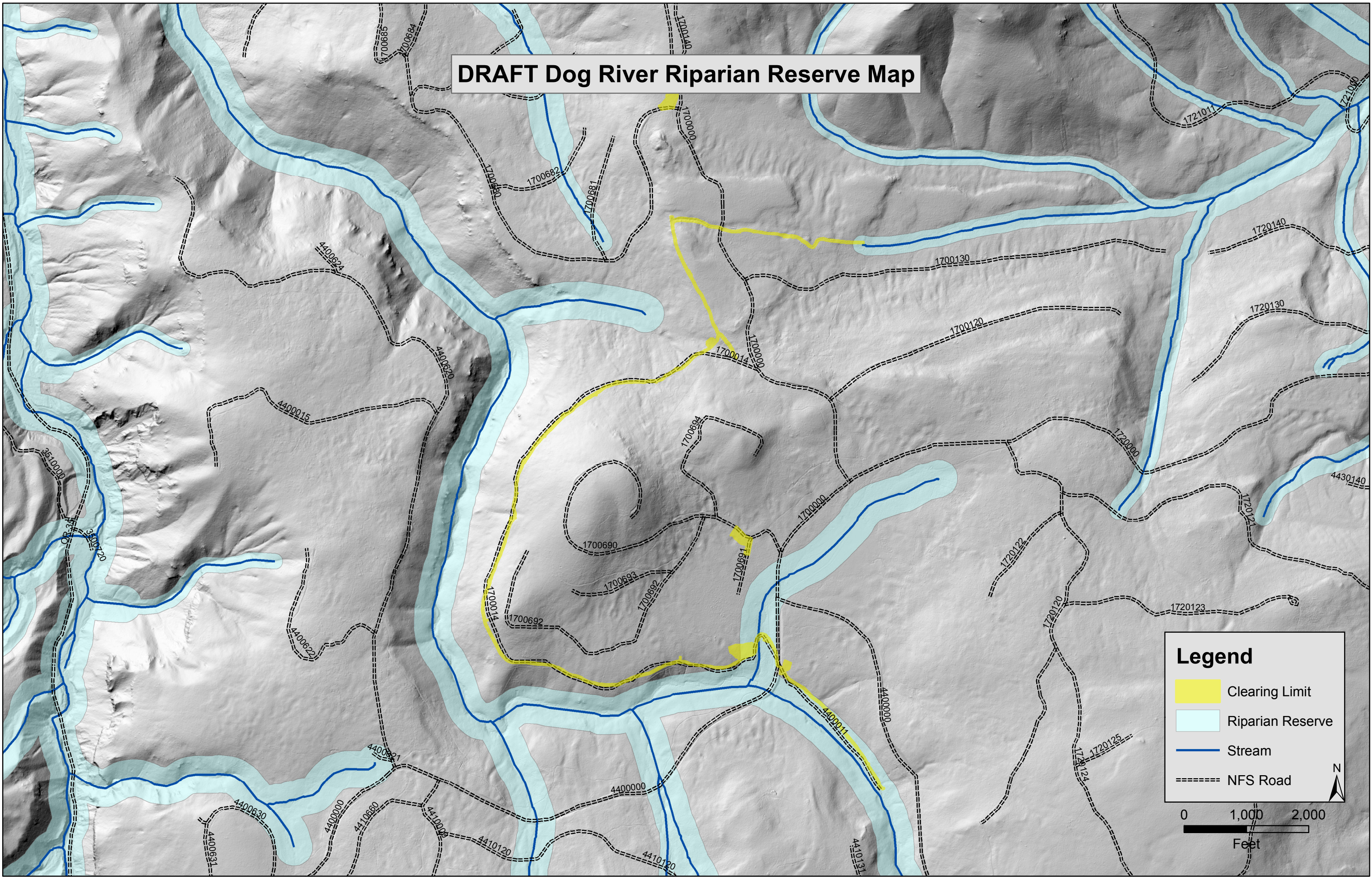
DRAFT Dog River Riparian Reserve Map

Legend

-  Clearing Limit
-  Riparian Reserve
-  Stream
-  NFS Road



0 1,000 2,000
Feet



Decking Standards (outside riparian reserves)

Species	Product	Minimum Decking Specifications				
		Piece Required to be Decked				
		Diameter Breast High (d.b.h.) (inches)	Number of Minimum Pieces per Tree	Length (feet)	Diameter Inside Bark at Small End (inches)	Net Scale in % of Gross Scale
Coniferous Species (Live)	Sawtimber	8.0	1	16	6.0	40
Coniferous Species (Live)	Grn Bio Cv	5.0	1	8	4.0	N/A

All material meeting the above specifications will be sorted into decks based on product at approved landing locations. All other material not meeting these specifications is considered operational slash.

Logs will be cut into lengths as long as possible in 2ft increments up to 40ft allowing for 4-6" of trim.

Decking Standards (within riparian reserves)

Species	Product	Minimum Decking Specifications				
		Piece Required to be Decked				
		Diameter Breast High (d.b.h.) (inches)	Number of Minimum Pieces per Tree	Length (feet)	Diameter Inside Bark at Small End (inches)	Net Scale in % of Gross Scale
Coniferous Species (Live)	Restoration Log	18.0	1	40	10.0	N/A
Coniferous Species (Live)	Sawtimber	8.0	1	16	6.0	40
Coniferous Species (Live)	Grn Bio Cv	5.0	1	8	4.0	N/A

All material meeting the above specifications will be sorted into decks based on product at approved landing locations. All other material not meeting these specifications is considered operational slash.

(Sawtimber and Grn Bio Cv) Logs will be cut into lengths as long as possible in 2ft increments up to 40ft allowing for 4-6" of trim.

(Restoration Log) Logs will be cut into lengths as long as possible up to 60ft.

Restoration Log Deck Location

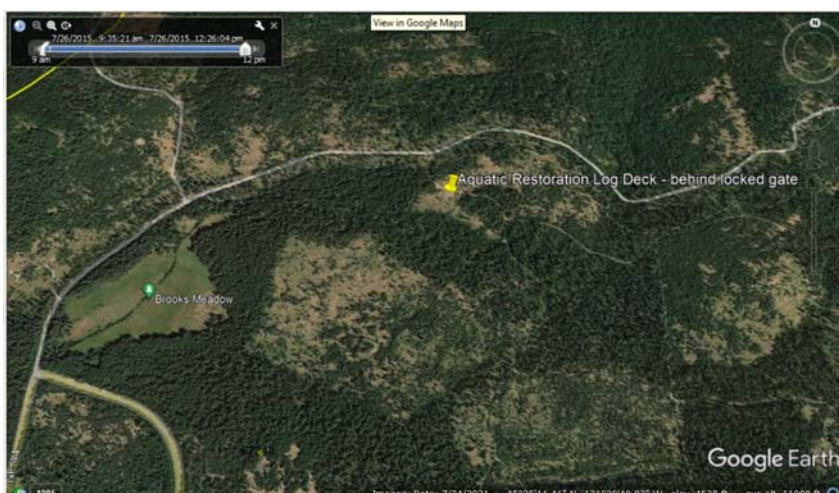


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T-Specifications

FOREST SERVICE
SPECIFICATIONS FOR
MAINTENANCE OF
ROADS IN
IRTC CONTRACTS

PACIFIC NORTHWEST REGION

EM 7730-20

01/23/2008

EXAMPLE

ROAD MAINTENANCE SPECIFICATIONS

<u>SPEC#</u>	<u>SUBJECT DESCRIPTION</u>	<u>DATE</u>
T-803	Snow Removal	05/07/2007
T-811	Blading	10/07/2007
T-812	Dust Abatement	05/07/2007
T-813	Surfacing	10/07/2007
T-815	Paved Surface Cleaning	
T-831	Ditch Maintenance	10/07/2007
T-832	Remove And End Haul Materials	05/07/2007
T-834	Drainage Structure Maintenance	10/07/2007
T-835	Roadway Drainage Maintenance	05/07/2007
T-836	Maintenance for Limited Use	05/07/2007
T-838	Maintenance for High Clearance Vehicle Use	05/07/2007
T-839	Maintenance for Project Use	05/07/2007
T-841	Vegetation Establishment	05/07/2007
T-842	Cutting Roadway Vegetation	10/07/2007
T-851	Logging Out	05/07/2007
T-854	Treatment and Disposal of Danger Trees	05/07/2007
T-891	Water Supply and Watering	05/07/2007
T-892	Bituminous Products	05/07/2007

SUPPORTING DOCUMENTS FOR MAINTENANCE SPECIFICATIONS

<u>SUBJECT DESCRIPTION</u>	<u>DATE</u>
Cover Content Preface	01/08
Cover Pages	01/08
Intent Use Guide	01/08

NO DRAWINGS ACCOMPANY THESE SPECIFICATIONS.

PREFACE

01/08

The Pacific Northwest Region of the Forest Service has developed this book for use in the preparation and administration of maintenance requirements included in IRTC Contracts.

Included are the Standard Specifications (Sections) that commonly apply in IRTC Contracts. Conditions and requirements specific to individual projects are identified in the Special Project Specifications.

Special Project Specifications, which do not change the intent of the parent section, may be approved by the Forests.

This book is available from the Supervisor's Office of any National Forest in Region 6.

EXAMPLE

Maintenance Level Requirements

Maintenance Levels - The following are abbreviated descriptions of maintenance levels.

1. **Maintenance Level II** - Conditions are suitable for high clearance vehicle travel at prudent driving speeds less than 15 mph. Road is maintained in accordance with Section T-836.
2. **Maintenance Level III** - Minimum conditions are provided for passenger car use. Surface provides moderately convenient travel at prudent driving speeds between 15 and 25 mph with corresponding surface roughness tolerated. The surface meets the following conditions.
 - a. Potholes or washboard in wheel tracks normally do not exceed 2 inches in depth, and should not be of such frequency that traffic tends to widen traveled way to avoid the deformities.
 - b. Surface is drained and substantially retains its cross slope or crown.
 - c. Wheel ruts caused by use shall not be in excess of 3 inches in depth on horizontal curves.
3. **Maintenance Level IV** - Higher consideration than in Level III is given to comfort and convenience of the passenger car and commercial user at prudent driving speeds above 25 mph. The surface will meet the following conditions:
 - a. Substantially free of chuckholes, wheel ruts, or washboard corrugations. Surface is drained and retains its cross slope or crown.
 - b. Berms of loose surfacing caused by use do not generally exist, except on horizontal curves berms up to 2 inches in depth may be present.
4. **Maintenance Level V** - the highest degree of consideration is given to user comfort and convenience. Roads are commonly paved or continually dust controlled for travel at speeds of nominally 35 mph. Generally, the surface will meet the following conditions:
 - a. **Level IV plus:** Surface is consolidated except for limited periods immediately preceding maintenance performance.
 - b. Berms are not acceptable.

T-803 - SNOW REMOVAL (05/07)

803.01 Description

This Section provides for removal of snow from roads to facilitate logging operations and safe use.

803.02 Maintenance Requirements

- (1) Erect signs required by the Sign Plan in the SUPPLEMENTAL SPECIFICATIONS.
- (2) Perform work in a manner to preserve and protect roads and appurtenances, and prevent erosion damage to roads, streams, and other Forest values.
- (3) Do not undercut banks. Do not blade gravel or other surfacing material off the road.
- (4) Keep roadbed drainage ditches, drain dips, and culverts functional when needed during operations and upon completion of operations.
- (5) Control snow removal to identify the usable traveled way having roadbed support. Reshape over-width plowing as necessary to define the usable width.
- (6) Space, construct, and maintain drainage holes in the dike of snow or berm caused by snow removal operations. Place drain holes to obtain surface drainage without discharging on erodible fills.
- (7) Close roads to wheeled vehicles at times and in the manner specified in K-F.1.2# or the Road Rules document.
- (8) Upon seasonal completion of Contractor 's Operations, effectively block the road by a snow barricade, unless otherwise approved by the Contracting Officer.
- (9) Remove snow for either public access or project use as established in the SUPPLEMENTAL SPECIFICATIONS and meet the following requirements:
 - (a) Removal for Public Access (Method JU) - Remove snow from all of the traveled way, including turnouts, for safe and efficient use for both timber transportation and the public. Remove intruding windfalls, debris, or slough and slide material for the full width of the traveled way and deposit out of drainage's at locations designated by the Contracting Officer.
 - (b) Removal for Project Use (Method TS) - Remove snow from all or part of the traveled way, including sufficient turnouts for safe and efficient use for timber transportation and to protect the road. Remove intruding windfalls, debris or slough and slide material and dispose of only as necessary to provide passage for timber transportation. Removed materials may be deposited off the traveled way or outside the traveled way at locations designated by the Contracting Officer.
- (10) When directed by the Contracting Officer, replace in kind, within sixty (60) days after the start of Normal Operating Season, any surfacing material which has been bladed off the road, unless otherwise agreed. Contracting Officer will notify Contractor in writing as to the cubic yard equivalent of bladed off material by the start of the normal operating season.

803.03 Equipment

Contractor may use any type of equipment to remove snow, providing:

- a. Type or use of equipment is not restricted in K-F.1.2# or Road Rules document.
- b. Equipment is of the size and type commonly used to remove snow and will not cause damage to the road.
- c. The use of plows or dozers to remove snow requires written approval by the Contracting Officer. Equip plows or dozers with shoes or runners to keep the dozer blade a minimum of 2 inches above the road surface unless otherwise approved by the Contractor Officer.

803.04 Ice Control

Ice control may be performed by Contractor when approved by the Contracting Officer in writing. Such approval will include ice control materials, application rates, and any specific requirements of use.

EXAMPLE

T-811 BLADING (10/07)**811.01 Description -**

This work consists of surface blading the traveled way to a condition that facilitates traffic and Provides proper drainage. Blading includes shaping the crown or slope of travel traveled way, berms, and drainage dips in accordance with this specification. Compaction is required when shown on the ROAD LISTING.

811.02 Maintenance Requirements

A. Timing- Perform surface blading during the contract period as often as needed to provide conditions stated for the maintenance level of the road.

B. General -

1. Blade and shape the existing traveled way and shoulders, including turnouts , to produce a surface which is uniform, consistent to grade, and crowned or cross-sloped as indicated by the character of the existing surface, unless otherwise shown in the ROAD LISTING, to at least 13 mm (½ inch) per .305 meter (1 foot) of width, but not more than 19 mm (¾ inch) per .305 meter (1 foot) of width. Thoroughly loosen surfacing material to no less than 50 mm (2 inches) depth or the depth of potholes or corrugations. Scarification to facilitate cutting to the full depth of potholes or corrugations may be elected, but will be considered incidental to blading. Do not scarify deep enough to cause contamination of the surfacing.
2. Apply water during blading when sufficient moisture is not present to prevent segregation. Supply, haul, and apply water in accordance with Section T-891.
3. Shape existing native rock or aggregate surfaced drainage dips to divert surface runoff to existing outlet devices, ditches, or discharge locations.
4. Establish a blading pattern which provides a uniform driving surface, retains the surfacing on the roadbed, and provides a thorough mixing of the materials within the completed surface width. Upon final blading, no disturbed rock shall protrude more than 50 mm (2 inches) above the adjacent surface unless otherwise provided in the contract. Remove and place outside the roadbed material not meeting this dimension so as not to obstruct drainageways or structures. This material may be scattered off the roadbed if there is free drainage.

Where DESIGNATED ON THE GROUND, included in the ROAD LISTING, SHOWN ON THE DRAWINGS or as ordered by the Contracting Officer invasive species of concern prevention practices shall be followed as listed below.

Invasive Species of Concern Prevention Practices
Refer to Attachment B for invasive species of concern; prevention practices included in G.3.5 and K-G.6.0# or as specified by the Forest Service.

C. Routine Blading -

1. Conform to the dimensions SHOWN ON THE DRAWINGS or designated in the SUPPLEMENTAL SPECIFICATIONS upon completion of blading.
2. Shape roadbed width in excess of the dimensions shown only as needed to provide drainage away from the traveled way. Do not remove established grasses and other vegetation from the excess width except as incidental to providing drainage or unless otherwise provided in the contract.

D. Compaction -

Roads requiring compaction will be included in the ROAD LISTING. Unless Compaction Method B is designated in the ROAD LISTING, all traveled ways requiring compaction may be compacted by Method A. Compaction shall commence immediately following blading.

Compaction methods are:

Compaction Method A: By breaking track while operating equipment on the traveled way.

Compaction Method B: 7--9 metric ton (7-10 ton) pneumatic, steel, or equivalent vibratory roller, operated to cover the full width two (2) times.

E. Undercutting -

Undercutting roadway back slope is not permitted.

F. Intersections

1. At intersections, blade the roadbeds of side roads which are not closed or restricted from vehicular use to ensure smooth transitions.
2. Signing, cross ditching in the road surface (traveled way), earth berms, or other devices placed to discourage or eliminate use by passenger cars, are field evidence of road closure or restriction. Roads listed for work under Sections T-835, T-836, T-838, or T-839 are considered restricted.
3. Side roads listed for work under this Section are not restricted.

G. Cleaning of Structures - Do not allow materials resulting from work under this Section to remain on or in structures, such as bridges, culverts, cattle guards, or drainage dips.

H. Berms - Maintain existing berms to the condition of adjacent segments. Do not create new berms (windrows).

I. Smooth Blading - Smooth blading may be used as an interim measure to remove loose surfacing material from the wheel paths, and store removed materials in a recoverable windrow, until blade processing as described in this section is feasible. Watering will not be required for smooth blading. Accomplish smooth blading without distorting the existing cross-slope or crown of the traveled way.

Move and store loose surfacing materials on the high side of super-elevated curves and sections with uniform inslope or outslope. In crowned sections, store the material on either or both sides as elected. Windrow and place stored materials to provide not less than 3.6 meters (12 feet) of smooth traveled way on one-lane segments, or 6 meters (20 feet) of smooth traveledway on two-lane segments, or segments with turnouts. Cut holes through windrows, which may collect water on the road, for drainage at least every 150 meters (500 feet).

T-812 - DUST ABATEMENT (05/07)

812.01 Description

This work consists of applying dust palliatives on roads shown in the Road Listing.

812.02 Materials

The dust palliative materials are shown in the Road Listing, unless shown as Optional for Contractor's election. If Optional is shown then the Contractor may use any of the products listed below. Dust palliative materials shall meet the following requirements:

A. Water (H2O) will be obtained from sources SHOWN ON THE DRAWINGS or listed in the SUPPLEMENTAL SPECIFICATIONS to Section T-891 Water Supply, unless otherwise approved by the Contracting Officer.

B. Lignin Sulfonate (LIG S) Provide certification that the material meets the requirements of Subsection 725.20 of the "Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects (FP-03)" and the Forest Service Supplemental Specification 725.20.

C. Magnesium Chloride (MG CL2) Provide certification that the material meets the requirements of Subsection 725.02 of the "Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects (FP03)" and the Forest Service Supplemental Specification 725.02.

D. Calcium Chloride Brine (CA CL2B). Provide certification that the material meets the requirements of Subsection 725.02 of the "Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects (FP03)" and the Forest Service Supplemental Specification 725.02..

E. Calcium Chloride Flake (CA CL2F). Provide certification that the material meets the requirements of Subsection 725.02 of the "Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects (FP03)" and the Forest Service Supplemental Specification 725.02..

F. Bituminous dust palliatives. Manufacture materials specifically for dust abatement purposes which conform to the requirements of Section T-892 for each listed road in the Road Listing.

812.03 Methods

As shown in the SUPPLEMENTAL SPECIFICATIONS, Contractor may utilize a variety of methods to decrease or eliminate the need for dust abatement.

812.04 Equipment

A. Design, equip, and operate application equipment for spreading dust palliatives so that the material is uniformly applied at the rate and traveled way widths shown in the Road Listing.

B. For bituminous palliatives provide equipment that heats and applies the bituminous material. Provide a bituminous distributor that is self-powered and mounted on pneumatic tires and equipped with a pump and circulating spray bar, a tachometer, pressure gauges, accurate volume measuring devices such as visual volume dial or gauge calibrated to the tank, and a thermometer. Provide equipment which is a standard commercial type of proven performance.

C. Accomplish dilution of dust palliatives within the application vehicle with the water source protected from contamination. Circulate the resulting mixture at least five (5) minutes to ensure uniform mixing prior to application.

812.05 Maintenance Requirements

A. Limit water applications to abatement for hauling vehicles and provide at a frequency and rate which controls dust such that vehicle tail lights and turn signals remain visible. Vary rates of application as needed but remain low enough to avoid forming rivulets. Accomplish the abatement by sufficient frequency of application without saturating and softening the traveled way. Compacted or glazed road surface or wheel tracks may be loosened as needed for water penetration.

B. Apply all other dust palliatives at the rates and times agreeable to the Contracting Officer. The Road Listing shows the expected average application rate and may be varied to meet field conditions. Lignin Sulfonate, Magnesium Chloride, and Calcium Chloride Brine are listed as liters per square meter of the undiluted product at fifty (50), thirty-three (33), and thirty-eight (38) percent respectively. Calcium Chloride Flake is listed in Kilograms per square meter at seventy-seven (77) percent concentration.

C. Apply bituminous dust palliatives only when the surface to be treated contains sufficient moisture to obtain uniform distribution of the dust palliative unless noted differently in the SUPPLEMENTAL SPECIFICATIONS.

D. Prior to initial application, when needed, the road will be bladed and shaped under Section T-811, Blading.

E. Required subsequent applications may be applied to the existing road surface without blading.

F. Dust palliatives will not be applied in a manner that spatters or mars adjacent structures or trees, or placed on or across cattleguards or bridges. Discharge dust abatement material only on roads approved by the Contracting Officer.

T-813 SURFACING (10/07)**813.01 Description**

This work consists of placing surface aggregate as DESIGNATED ON THE GROUND, or as ordered by the Contracting Officer. It includes preparing the area, furnishing, hauling, and placing all necessary materials and other work necessary to blend with the adjacent road cross section.

813.02 Materials

- A. Materials will be Government-furnished when stated in the supplemental specifications.
- B. Materials furnished by the Contractor shall conform to the gradation and quality requirements of Section 703, table 709-2 Gradation B of the "Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects FP-03 U.S. Customary Units" and FS supplements to the FP-03.
- C. All materials transported onto National Forest System land shall be free of invasive species of concern. Written documentation of methods used to determine the invasive species of concern free status of any and all materials furnished by the Contractor shall be submitted to the Contracting Officer before transport of any materials onto National Forest System land.

The Contracting Officer shall have 5 days, excluding weekends and Federal holidays, to review the methods and inspect the materials after the required written documentation is provided by the Contractor. After satisfactory review and inspection or after such 5 day period, the Contractor may transport the material onto National Forest System land.

Material or methods appropriate for establishing invasive species of concern free status for the particular invasive species of concern are listed below.

Invasive Species of Concern and Acceptable Methods specific to this project:

Invasive Species of Concern	Acceptable Methods
<i>Centaurea biebersteinii</i> (spotted knapweed) <i>Centaurea diffusa</i> (diffuse knapweed) <i>Centaurea pratensis</i> (meadow knapweed) <i>Cirsium arvense</i> (canada thistle) <i>Cirsium vulgare</i> (bull thistle) <i>Cytisus scoparius</i> (scotch broom) <i>Hypericum perforatum</i> (st. john's-wort) <i>Senecio jacobaea</i> (tansy ragweed)	Documentation of "weed-free" certification of commercial material source

813.03 Maintenance Requirements

- A. Thoroughly loosen the area to be surfaced to a minimum depth of 1 inch prior to placement of aggregate.

- B. Mixing and Placing

When scheduled coincidentally with work under Section T-811, and included in the SUPPLEMENTAL SPECIFICATIONS, mix surfacing and existing aggregate with water until a uniform mixture is obtained prior to final shaping and compaction.

Otherwise, spread the material on the prepared area in layers no more than 4 inches in depth. When more than one (1) layer is required, shape and compact each layer before the succeeding layer is placed. Upon completion, the surfacing shall reasonably conform to the adjacent cross section and provide smooth transitions in the road profile.

C. Compaction Methods

Compaction Method A: Breaking track while operating equipment on the traveled way.

Compaction Method B: 7-10 ton pneumatic, steel, or equivalent vibratory roller, operated to cover the full width two (2) times.

Either Method A or B may be used unless Method B is designated in the ROAD LISTING.

EXAMPLE

815 PAVED SURFACE CLEANING (04/03)

815.01 Description

This work consists of removing loose material from paved, traveled way, including bridge decks and paved shoulders.

815.02 Equipment

- a. Equipment shall have the capability of removing all loose material from paved surfaces without damage to the surface.
- b. Use of hydraulic flushing equipment will not be permitted within a horizontal distance of three hundred and fifty (200) feet from a live stream, unless approved by the Contracting Officer.

815.03 Maintenance Requirements

- a. The paved surface shall be cleaned to the width stated in 4(a) or 4(c) for the Pay Item or as ordered under 4(b).
- b. Materials shall be moved away from road centerline on double-lane roads.
- c. Bridge deck cleaning shall require all materials be moved longitudinally off the deck. If hauling of material is required it will be ordered under 832.

815.04 Measurement

Measurement for Pay Item 815(1), will be by the passmile, determined by the product of the number of five (5) foot wide increments times the length to the nearest one-tenth (0.1) mile.

Partial width passes ordered under Pay Item 815(1) will be measured as full five (5) foot passes. Additional width incidentally produced by Service Provider's equipment will not be considered as a partial pass.

Measurement for Pay Item 815(2) will be lane miles measured to the nearest one-tenth (0.1) miles for cleaning the entire width of the paved surface, including turnouts.

Measurement for Pay Item 815(3) will be for cleaning the entire length and width of the surface of each bridge and paved approaches.

815.05 Payment

The ordered and accepted quantities shall be paid for at the unit price shown in the Schedule of Items.

Payment will be made under:

Pay Item	Pay Unit
815a Paved Surface Cleaning	Pass Mile
815b Paved Surface Cleaning	Lane Mile
815c Bridge Deck Cleaning	Each

T-831 DITCH MAINTENANCE (10/07)**831.01 Description**

This Section provides for routine maintenance of various types of ditches to provide a waterway which is unobstructed, as shown on the ROAD LISTING or DESIGNATED ON THE GROUND.

831.02 Maintenance Requirements

- A. Maintain ditches by removing rock, soil, wood, and other materials. Maintained ditches shall function to meet the intent of the original design.
- B. Undercutting backslopes during removal operations is not permitted.
- C. Suitable material up to 4 inches in greatest dimension removed from the ditches may be blended into existing native road surface and shoulder or placed in designated berm.
- D. Do not blend material from ditch cleaning operations into aggregate surfaced roads. Do not blade material across aggregate or bituminous surfaced roads, unless approved in writing by the Contracting Officer.
- E. Haul material in excess of 831.02 D or subject to 831.02 E to a designated waste area under Section T-832. Remove excess materials temporarily stored on the ditch slope or edge of the shoulder daily.
- F. Remove limbs and wood chunks in excess of 12 inches in length or 3 inches in diameter from ditches and place outside the roadway.
- G. Clean paved surfaces of all materials resulting from ditch maintenance work.
- H. Shape lead-off ditches to drain away from the traveled way.
- I. Where DESIGNATED ON THE GROUND, included in the ROAD LISTING, SHOWN ON THE DRAWINGS or as ordered by the Contracting Officer invasive species of concern prevention practices shall be followed as listed below.

Invasive Species of Concern Prevention Practices
Refer to Attachment B for invasive species of concern; prevention practices included in G.3.5 and K-G.6.0# or as specified by the Forest Service.

T-832 REMOVE AND END HAUL MATERIALS (05/07)

832.01 Description

Work consists of loading, hauling, and placing of slide, slough, or excess materials such as rock, soil, vegetation, and other materials to designated disposal sites.

832.02 Maintenance Requirements

A. Remove, end haul, and dispose of excess materials generated by work under other Sections of this contract.

B. Remove the slide and slough materials in the area extending approximately 6 feet vertically above the road surface and not more than 3 feet down slope from the roadbed. Dispose of material at designated sites as SHOWN ON THE DRAWINGS, identified in SUPPLEMENTAL SPECIFICATIONS, or as ordered by the Contracting Officer.

Reshape the slope which generated the slide material as nearly as practical to its original condition by equipment operating from road surface. Reshaping of roadside ditches in slide area shall be in accordance with Section T-831.

C. When approved by the Contracting Officer, fill slumps by compacting selected materials into roadway depressions. Compaction is by Method 2.

D. Place all materials in disposal sites as specified in the SUPPLEMENTAL SPECIFICATIONS, as SHOWN ON THE DRAWINGS, or as ordered by the Contracting Officer.

1. Method 1 - Side Casting and End Dumping. Material may be placed by side casting and end dumping. Where materials include large rocks, provide a solid fill by working smaller pieces and fines into voids. Shape the finished surfaces to drain.

2. Method 2 Layer Placement - Step or roughen surfaces on which materials are to be placed prior to placing any material. Place materials in approximately horizontal layers no more than 12 inches thick. Compact each layer by operating hauling and spreading equipment over the full width of each layer.

E. Repair any damage to existing aggregate or pavement surfaces.

T-834 DRAINAGE STRUCTURE MAINTENANCE (10/07)**834.01 Description**

This work consists of cleaning and reconditioning culverts and other drainage structures.

834.02 Maintenance Requirements

A. Clean drainage structures, inlet structures, culverts, catch basins, and outlet channels specified in the SUPPLEMENTAL SPECIFICATIONS. Clean catch basins by removing the material within the area SHOWN ON THE DRAWINGS.

B. Clean the transition from the ditch line to the catch basin a distance of 10 feet from the catch basin. Clean outlet channels and lead-off ditches a distance of 6 feet. Remove and place debris and vegetation so as to not enter the channel or ditch, or obstruct traffic. Haul debris and vegetation to a designated disposal area in accordance with Section T-832.

C. Hydraulic flushing of drainage structures is not allowed unless provided for in the SUPPLEMENTAL SPECIFICATIONS.

D. Cleaning and reconditioning are limited to the first 3 feet of inlet and outlet, determined along the top of the structure. Recondition culvert inlet and outlet by field methods such as jacking out or cutting away damaged metal which obstructs flow. Treat cut edges with a zinc rich coating, in accordance with AASHTO M 36M and ASTM A 849.

E. Where DESIGNATED ON THE GROUND, included in the ROAD LISTING, SHOWN ON THE DRAWINGS or as ordered by the Contracting Officer invasive species of concern prevention practices shall be followed as listed below.

Invasive Species of Concern Prevention Practices
Refer to Attachment B for invasive species of concern; prevention practices included in G.3.5 and K-G.6.0# or as specified by the Forest Service.

T-835 ROADWAY DRAINAGE MAINTENANCE (05/07)

835.01 Description

This work consists of providing post haul drainage on roads.

835.02 Maintenance Requirements

A. Drainage

1. Upon completion of work, shape the roadway to provide for the removal of surface water. The roadway need not be passable to vehicles. Repair and reinstall water bars, barriers or berms existing prior to the Contractor's operation. Areas where water is ponded by existing centerline profile sags in through cuts may be left untreated.
2. Continuous blade shaping of the roadbed is not required under this specification.
3. Work to be done at staked locations shall be as indicated on the stake and/or stated in SUPPLEMENTAL SPECIFICATIONS:
4. Any of the following methods are acceptable for use at eroded or rutted locations:
 - Method A:** Outsloping the roadbed at not less than $\frac{1}{4}$ inch per yard of width.
 - Method B:** Insloping the roadbed at not less than $\frac{1}{4}$ inch per yard of width.
 - Method C:** Water bar roadbed at locations staked on the ground and construct as SHOWN ON THE DRAWINGS or as included in SUPPLEMENTAL SPECIFICATIONS.
5. Drainage structures located in through fills and natural watercourses shall be fully functional without obstructions, including inlet and outlet channel within 20 feet of the structure.
6. Either clean culverts and other fabricated structures to provide drainage from road ditches and make the ditch functional or provide water bar(s) across the roadbed. Removed structures shall become Contractor's property to be removed from National Forest System land. Remove and replace any Contractor -installed temporary drainage structures with a water bar.

B. Slides, Slumps and Slough

1. Slides and slough may be left in place, provided they do not potentially impound water or divert water from watercourses. As necessary, reshape the various surfaces to provide drainage.
2. Provide drainage to effectively decrease or eliminate the entry of surface water into slides, slumps, and roadbed surface cracks. Place berms, waterbars or ditches as needed to intercept and remove runoff water from the roadbed. Surface seal cracks by covering over with native soil materials to prevent additional water entry and compact with equipment tires.

C. Entrance Devices

Upon completion of work, replace entrance devices to effectively eliminate access by motorized vehicles having four (4) wheels and a width in excess of 50 inches.

D. Seeding

Seed and fertilize all disturbed areas in accordance with requirements set forth in Section T-841.

T-836 - MAINTENANCE FOR LIMITED USE (05/07)

836.01 Description

This work consists of making limited use roads passable for joint use by Contractor and high clearance vehicles, and providing drainage from the traveled way and roadbed.

836.02 Maintenance Requirements

A. Traveled Way

Contractor may smooth or fill existing cross ditches and water bars and by agreement modify existing road junctions to enable vehicle access. Prior to beginning haul and resumption of haul after an extended stoppage:

1. Remove brush, fallen trees, rocks, and other debris from traveled way, including turnouts, turnarounds, and other locations that interfere with needed maintenance as follows:
 - a. No object extending over 4 inches above the road surface shall remain within the 12 feet usable traveled way and 10 feet turnout widths. Center the usable width on the roadbed or position away from the fill slope.
 - b. Cut and remove standing or down trees, logs, brush, and limbs from within the area described in 1 a. above. Remove encroaching limbs to a height of 14 feet above the traveled way surface. Scatter material not meeting utilization standards outside and below the roadbed on the fill side. Limb and remove timber which meets utilization standards or deck at agreed locations.
 - c. Place all removed materials away from drainages.
 - d. During use, maintain drainage structures, including dips, ditches and culverts in a useable condition.
2. Clean and recondition drainage facilities in accordance with: Section T-831 and T-834.

B. Slough and Slides

1. Slough and slides may be left in place, provided surface drainage is provided and at least 12 feet of width is available for vehicle passage.
2. Contractor may reposition or ramp over slides and slough when the traveled way width is less than 12 feet providing the material is capable of supporting vehicles. Limit out slope to no more than six percent.

3. Reposition slough or slide materials on the roadbed which are not capable of supporting a vehicle to provide the 12 foot width. When directed by the Contracting Officer, slough or slide material will be removed under Section T-832.

C. Slumps and Washouts

1. Drain the roadbed immediately upgrade of slumps and longitudinal cracks to prevent water from entering slump area.
2. Slumps and longitudinal cracks at the edge of the roadbed shall not be considered a part of the usable width. Usable width may be reduced to 10 feet in the area of the slump.
3. Unless the Contractor Officer agrees to material being placed on slumps, ramp the slumps on both ends into undisturbed roadbed to provide at least 10 feet usable width. Use removed materials to guide vehicles to the ramp location or to aid in draining the area.
4. Washouts may be filled with suitable material.

D. Post haul

At the end of hauling or prior to entering into seasonal shutdowns or a period of extended inactivity:

1. Shape the traveled way and disturbed roadbed to provide functional drainage.
2. Reinstall removed cross ditches and water bars and provide any additional drainage structures necessary to offset changes caused through use and maintenance
3. Leave roads useable for high clearance vehicles. Remove or reshape Contractor modifications at road junctions to leave the entrance as it was before use, or as agreed at the time of improvement.

T-838 MAINTENANCE FOR HIGH CLEARANCE VEHICLE USE (05/07)

838.01 Description

This work consists of making limited use roads passable for project use by Contractor and providing drainage from the traveled way and roadbed.

838.02 Maintenance Requirements

A. Traveled Way

Contractor may smooth or fill existing cross ditches and water bars and as approved by the Contracting Officer modify existing road junctions to enable vehicle access. The Contractor may perform the following work prior to beginning haul and resumption of haul after an extended stoppage:

1. Remove brush, fallen trees, rocks, and other debris from traveled way, including turnouts, turnarounds, and other locations that interfere with needed maintenance as follows:
 - a. No object extending over 4 inches above the road surface shall remain within the 12 feet usable traveled way. Center the usable width on the roadbed or position away from the fill slope.
 - b. Cut and remove standing or down trees, logs, brush, and limbs from within the area described in 1(a). Remove encroaching limbs to a height of 14 feet above the traveled way surface. Scatter material not meeting utilization standards outside and below the roadbed on the fill side. Limb and remove timber that meets utilization standards or deck at locations approved by the Contracting Officer.
 - c. Place all removed materials away from drainages.
 - d. During use, maintain drainage structures including dips, ditches and culverts in a usable condition.
2. Clean and recondition drainage facilities in accordance with Section T-831 and T-834.

B. Slough and Slides

1. Slough and slides may be left in place, provided surface drainage is provided and at least 12 feet of width is available for vehicle passage.
2. Contractor may reposition or ramp over slides and slough when the traveled way width is less than 12 feet providing the material is capable of supporting vehicles. Limit out slope to no more than six percent.

3. Reposition slough or slide materials, which are not capable of supporting a vehicle, on the roadbed to provide the 12 feet width. When directed by the Contracting Officer, slough or slide material will be removed under Section T-832.

C. Slumps and Washouts

1. Drain the roadbed immediately upgrade of slumps and longitudinal cracks to prevent water from entering slump area.
2. Slumps and longitudinal cracks at the edge of the roadbed shall not be considered a part of the usable width. Usable width may be reduced to 10 feet in the area of the slump.
3. Unless the Contracting Officer approves material being placed on slumps, ramp the slumps on both ends into undisturbed roadbed to provide at least 10 feet usable width. Use removed materials to guide vehicles to the ramp location or to aid in draining the area.
4. Washouts may be filled with suitable material.

D. Post haul

At the end of hauling or prior to entering into seasonal shutdowns or a period of extended inactivity:

1. Shape the traveled way and disturbed roadbed to provide functional drainage.
2. Reinstall removed cross ditches and water bars and provide any additional drainage structures necessary to offset changes caused through use and maintenance.
3. Leave roads useable for high clearance vehicles. Remove or reshape Contractor modifications at road junctions to leave the entrance as it was before use, or as agreed at the time of improvement.

T-839 MAINTENANCE FOR PROJECT USE (05/07)**839.01 Description**

Work consists of providing minimum access required for Contractor 's Operations and associated Forest Service contract administration and preventing unacceptable resource or road damage.

839.02 Maintenance Requirements

A. Contractor is authorized to perform the following maintenance to provide vehicle passage and drainage:

1. Removing log, earth, and rock barriers and/or improving existing road junctions to enable vehicle access as mutually agreed.
2. Smoothing or filling existing cross ditches and water bars.
3. Installing Contractor -furnished culverts or other temporary drainage structures for shallow stream crossings as approved by the Contracting Officer.
4. Removing brush, fallen trees, rocks, and other materials from the traveled way and other locations that interfere with needed maintenance:
 - a. Place all removed materials away from drainages.
 - b. Limb and remove timber which meets utilization standards or deck at locations approved by the Contracting Officer. Scatter other woody materials, including limbs, off of and below the roadbed without creating concentrations.
5. Clean and recondition drainage structures in accordance with Section T-831 and Section T-834.
6. Reposition or ramp over slough and slides to provide adequate width of traveled way material.
7. Provide traveled way drainage above slumps and seal cracks in slump area. Ramp the slumps on both ends into undisturbed roadbed to provide usable width unless otherwise ordered by the Contracting Officer.

B. During use, the traveled way shall not channel water along the road. Prior to seasonal periods of anticipated rains and runoff, perform the following work:

1. Shape the traveled way and roadbed to drain.
2. Reinstall removed cross ditches and water bars and provide any additional drainage structures necessary to offset changes through use and maintenance.
3. Perform work outlined in 839.02 A (5), (6), and (7).
4. During periods of non use, replace original barrier or provide and maintain standard MUTCD, Type 3, barricades unless alternate type barriers are approved by the Contracting Officer.

839.03 Post Haul Requirements

- A.** Upon completion of project use perform such work as needed to reasonably conform to the character of the existing road prior to Contractor 's maintenance for project use, unless otherwise provided in the SUPPLEMENTAL SPECIFICATIONS or the Road Listing. Work shall be in addition to requirements of 839.02 B and in accordance with 839.03 B and C.
- B.** Roads designated in the Road Listing to be blocked shall conform to the requirements of Section T-835. Unless otherwise approved by the Contracting Officer, remove Contractor - installed temporary structures from National Forest System land. Associated commercially-obtained materials shall remain the property of the Contractor .
- C.** Remove or reshape Contractor improvements at road junctions, as approved by the Contracting Officer at the time of improvement.

T-841 VEGETATION ESTABLISHMENT (5/07)**841.01 Description**

This work consists of applying seed, fertilizer, mulch, and planting containerized or bare root plant stock singularly or in specified combinations to roadways and disposal areas. Work area may be limited to designated portions of the roadway and roadside or include treatment of the entire area bounded by the outer limits of the roadsides.

841.02 Materials and Application Rates

Provide the following listed materials:

A. Fertilizer: Fertilizer shall be a standard commercial grade and provide the minimum percentage of available nutrients designated.

<u>% Nitrogen</u>	<u>% Phosphorus</u>	<u>% Potassium</u>	<u>% Sulfur</u>
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Refer to Contract Provision K-G.6.0#

Furnish fertilizer in sealed containers with the composition, weight, and guaranteed analysis of contents clearly marked. Apply at the rate of 300 pounds per acre.

B. Seed:

1. This work consists of furnishing and placing required seed mix on all areas disturbed under this contract and on any other areas specified.

2. Apply the seed in the following amounts and mixtures:

<u>Species</u>	<u>Application Rate</u>
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Refer to Contract
Provision K-G.6.0#

Refer to Contract
Provision K-G.6.0#

3. Use hand-operated seeding devices, or other devices approved by the Contracting Officer, to apply seed.

4. Furnish weed-free seed, with additional requirement that no seed containing any prohibited noxious weed seed, or any restricted noxious weed seed in excess of current state standards, for those weeds as defined in the current publication commonly referred to as the "All States Noxious Weed List" while the standards for prohibited and restricted noxious weeds are to be found in the appropriate state law or regulations.

Furnish seed separately or in mixture in standard containers with (1) seed name; (2) lot number; (3) net weight; (4) percentages of purity and of germination (in case of legumes, percentage of germination to include hard seed), and (5) percentage of maximum weed seed content clearly marked for each kind of seed; (6) certification that the seed lot meets applicable State and Federal laws with regard to prohibited and restricted noxious weeds clearly marked for each kind of seed. Furnish the Contracting Officer duplicate signed copies of a certificate signed by a Registered Seed Technologist or Seed Analyst (certified through either the Association of Official Seed Analysts or the Society of Commercial Seed Technologists) certifying that each lot of seed has been tested in accordance with the Association of Official Seed Analysts standards within 12 months prior to the date of application. This certification shall include (1) name and address of laboratory, (2) date of test, (3) lot number for each kind of seed, (4) name of seed, (5) percentage of germination, (6) percentage of purity, (7) percentage of weed content, (8) certification that the seed lot meets applicable State and Federal laws with regard to prohibited and restricted noxious weeds, and (9) in the case of a mixture, the proportions of each kind of seed. Legume seed shall be inoculated with approved cultures in accordance with the instructions of the manufacturer. No seed may be applied without prior written approval from the Contracting Officer.

- C. **Mulch**: Apply mulch materials as follows:

<u>Mulch Type</u>	<u>Application Rate</u>
Refer to Contract Provision K-G.6.0#	Refer to Contract Provision K-G.6.0#

- D. **Plant Stock**: Furnish the following listed plant materials:

<u>Stock</u>	<u>Size</u>	<u>Bare Root</u>	<u>Containerized</u>
N/A			

841.03 Schedules and Applications

A. Schedule

1. Seeding may not be done until all other ground-disturbing work on the road has been completed and accepted. Complete seeding as soon as other ground-disturbing work is accepted, unless a specific seeding season is listed below.

Seeding season: April 15 to September 15.

2. Do not apply the treatment when the ground is frozen or excessively wet. Terminate application during periods when there is too much wind to allow consistent treatment rates and control of the treatment area to the designated limits.

B. Roadside and Slope Treatment

1. Roadsides will not require advance preparation unless required in the SUPPLEMENTAL SPECIFICATIONS or as SHOWN ON THE DRAWINGS.

2. Apply the designated treatment by hand operated machine. When both roadbed (under 841.03C) and slopes are shown in the SUPPLEMENTAL SPECIFICATIONS for treatment, application may be done at the same time.

3. The Contractor will not be required to operate self-propelled equipment beyond the defined roadbed. Do not apply treatment materials to the foreslope of ditches unless roadbed treatment (841.03C) is also required.

C. Roadbed Treatment

1. Scarify portions of the roadbed not previously disturbed and left loose under Section T-835 to a minimum depth of 4 inches unless bedrock is encountered at a lesser depth. The maximum distance between furrows formed by scarification is 12 inches.

2. Treat barrier mounds placed under Section T-835 while in a roughened condition.

D. Planting

1. Plant designated woody plant materials at the staked locations or designated spacings.

2. Place containerized plant stock in an appropriately sized hole formed by a dibble or other device to place the roots at the proper depth.

3. Place bare root plant stock in a slotted cut formed by a mattocks, pulaski, or other edged tool. Place the crown at ground level. Do not bend or break the roots.

4. Compress the area adjacent to the hole by foot or special tool to form a depression up and down slope from the stem and force the soil against the container or roots with no air voids.

5. Hold the plantings firmly in place by the soil. When checked by pulling upward on the top ¼ inch of the plant stem, the planting shall either break at the hold point or the area compressed against the roots show evidence of movement. Remove and replace with fresh stock plantings that are not held firmly by the soil.

841.04 Government Provided Materials

The Government will provide the following listed materials. At least ten (10) calendar days notice must be given to the Contracting Officer prior to actual date material will be picked up.

Materials will be provided at: **Refer to Contract Provision K-G.6.0#**

EXAMPLE

T-842 CUTTING ROADWAY VEGETATION (10/07)

842.01 Description

This work consists of cutting all vegetative growth, including trees and other vegetation less than 4 inches in diameter measured 6 inches above the ground, on roadway surfaces and roadsides.

842.02 Maintenance Requirements

A. General

1. Cut brush, trees, and other vegetation within each area treated to a maximum height of 6 inches above the ground surface or obstruction such as rocks or existing stumps. When work is performed under this Section, remove all limbs which extend into the treated area, or over the roadbed, to a height of 14 feet above the traveled way surface elevation.
2. Items to remain will be DESIGNATED ON THE GROUND.
3. Work may be performed either by hand or mechanically unless specifically shown in the Road Listing. Self-propelled equipment is not allowed on cut and fill slopes or in ditches.
4. Correct damage to trunks of standing trees caused by Contractor 's operation either by treatment with a commercial nursery sealer or by removing the tree as directed by the Contracting Officer.
5. Limb trees within the cutting limits which are over 4 inches -measured at 6 inches above the ground in lieu of cutting.
6. When trees are limbed, cut limbs within 4 inches of the trunk.

B. Cutting Side Vegetation

1. Show the width of vegetation to be removed in the Road Listing.
2. Unless otherwise included in the SUPPLEMENTAL SPECIFICATIONS or DESIGNATED ON THE GROUND:
 - a. Commence work at the edge of the traveled way and proceed away from the road centerline.
 - b. Roads without a defined traveled way: The starting point for cutting will be marked on the ground or defined in the SUPPLEMENTAL SPECIFICATIONS.
3. The points for establishing cutting limits are as follows:
 - a. Fill and daylighted (wide roadbed) section cutting commences at the edge of the traveled way and proceeds away from the road center line.
 - b. Drainage ditched section cutting commences at the bottom of the existing ditch and proceeds away from the road center line. Cutting on ditch foreslopes is not required.
 - c. Unditched cut section cutting commences at the intersection of the cutbank and the roadbed and proceeds away from center line.
4. Provide transitions between differing increments of cutting width. Accomplish transitions in a taper length of not less than 50 feet nor more than 70 feet.

C. Debris

1. Materials resulting from the cutting operation in excess of 12 inches in length or 3 inches in diameter is not allowed to remain on roadway slopes within the treated area, in ditches, or within water courses.
2. Remove limbs and chunks in excess of 3 inches in any dimension from the traveled way and shoulders.
3. Materials may be scattered down slope from the roadbed, outside of the work area and drainages unless otherwise listed in D. Invasive Species of Concern.

D. Invasive Species of Concern

Where DESIGNATED ON THE GROUND, included in the ROAD LISTING, SHOWN ON THE DRAWINGS or as ordered by the Contracting Officer invasive species of concern prevention practices shall be followed as listed below.

Invasive Species of Concern Prevention Practices
Refer to Attachment B for invasive species of concern; prevention practices included in G.3.5 and K-G.6.0# or as specified by the Forest Service.

T-851 LOGGING OUT (5/07)

851.01 Description

This work consists of removal of fallen trees and snags which encroach into the roadway or the 3 feet of roadside abutting the roadway on the cut side.

851.02 Maintenance Requirements

A. Limb and remove timber which meets Utilization Standards, or deck at locations designated by the Contracting Officer.

B. Limb other material cut into lengths for handling. Deck outside ditches and drainages, off the traveled way and turnouts or at staked locations. The clearing width is to the edge of the roadway for public use roads, except limited use roads. The clearing width for limited use roads is shown in the specifications.

C. Notwithstanding C(T).3, blowdown timber outside Contract Area required to be removed, which meets Utilization Standards in A(T).2, when designated by the Contracting Officer is Included Timber subject to requirements of C(T).2.

D. Do not leave woody debris and slash in excess of 12 inches in length or 3 inches in diameter, or concentrations which may plug ditches or culverts, in ditches, drainage channels, or on backslopes, traveled way, shoulders, or turnouts.

T-854 - TREATMENT AND DISPOSAL OF DANGER TREES (5/07)

854.01 Description

This work consists of felling and disposal of designated live or dead danger trees sufficiently tall to reach roads used by the Contractor . Any removal of logs is subject to prior agreement between the Contractor Officer and the Contractor .

854.02 Requirements

A. Designation of danger trees.

Danger trees to be felled will be designated in advance by the Contracting Officer. Trees to be removed will be Marked.

B. Falling, bucking and treatment for disposal.

Use controlled felling to ensure the direction of fall and prevent damage to property, structures, roadway, residual trees, and traffic. Stump heights, measured on the side adjacent to the highest ground, must not exceed 12 inches or 1/3 of the stump diameter, whichever is greater. Higher stump heights are permitted when necessary for safety.

Felled snags and trees, which are not Marked for removal, will be left in a stable condition such that they will not roll or slide. Position logs away from standing trees so they will not roll, are not on top of one another, and are located out of roadway and drainage structures.

Fell, limb and, remove trees, which are Marked for removal, that equal or exceed the utilization standards as listed in the Contract or SUPPLEMENTAT SPECIFICATIONS. Dispose of merchantable timber designated for removal in accordance with B/BT2.32 Construction Clearing, of the Contract, or as described in SUPPLEMENTAL SPECIFICATIONS.

C. Slash treatment.

Within the roadway, remove limbs, chunks, and debris in excess of 12 inches in length and 3 inches in diameter, and concentrations that may plug ditches or culverts, and water courses.

Dispose of slash by scattering outside the roadway limits without damaging trees, or improvements.

Large accumulations of slash may be ordered hauled under T-832.

T-891 WATER SUPPLY AND WATERING (5/07)**891.01 Description**

This work consists of providing facilities to furnish an adequate water supply, hauling and applying water.

891.02 Materials

If the Contractor elects to provide water from other than designated sources, the Contractor is responsible to obtain the right to use the water, including any cost for royalties involved. Suitable and adequate water sources available for Contractor 's use under this contract are designated as follows:

Drafting from occupied Listed Fish Habitat (LFH) stream reaches would not occur. Water withdrawal in unoccupied LFH, and within 1500' of any LFH (occupied or unoccupied) would be limited to 10 percent or less of the stream flow at the point of withdrawal, by visual estimation. In non-LFH streams greater than 1500' from LFH, water withdrawal would be limited to 50 percent or less of the stream flow at the point of withdrawal. Where multiple drafting operations occur, they would be dispersed in space and time. Pipe intakes would be screened; woven wire screens would have a maximum 1.75 mm gap, and perforated plate screens would have a maximum opening of 3/32nd inch. The following drafting sites are preapproved:

<u>Map</u> <u>Key No.</u>	<u>Location</u> <u>Road</u>	<u>Location</u> <u>Milepost</u>	<u>Use</u> <u>Restrictions</u>
	Road 4660	crossing of Pot Creek - upstream side	<10%
	Road 4660	crossing of Cabin Creek	<50%
	Road 4660	crossing of Pan Creek	<50%
	Road 4690	crossing of Squirrel Creek	<10%
	Road 4690	crossing of Clackamas River	<50%
	Road 4600	crossing of Sisi Creek	<10%
	Road 4671	crossing of Hunter Creek - upstream side	<10%
	Road 4672	crossing of Rhododendron Creek	<50%
	Road 4672	crossing of Lowe Creek	<50%
	Road 4210	crossing of Last Creek	<10%
	Road 5700	crossing of Kink Creek	<50%
	Road 5700	crossing of Oak Grove Fork	<50%

891.03 Equipment

A. Positive control of water application is required. Equipment shall provide uniform application of water without ponding or washing.

B. An air gap or positive anti-siphon device shall be provided between the water source and the vehicle being loaded if the vehicle has been used for other than water haul, if the source is a domestic potable water supply, or the water is used for tank mixing with any other materials.

C. The designated water sources may require some work prior to their use. Such work may include cleaning ponded areas, installing temporary weirs or sandbags, pipe repair, pump installation, or other items appropriate to the Contractor 's operations. Flowing streams may be temporarily sandbagged or a weir placed to pond water, provided a minimum flow of _____cu. ft/sec is maintained. Obtain approval from the Contracting Officer on improvements for sandbags or weirs prior to placement.

T-892 BITUMINOUS PRODUCTS (5/07)**892.01 Cutback Asphalt's and Emulsified Asphalt's**

Meet the requirements and application temperatures of Section 702 of the "Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects (FP-03)".

892.02 Bituminous Dust Palliatives

Meet the bituminous dust palliatives requirements listed in Table T-892-1 or listed in the SUPPLEMENTAL SPECIFICATIONS.

892.03 Certificate of Compliance

Provide a Certificate of Compliance in the following format;

Consignee	<u>N/A</u>	Designation	_____
Contract Number	_____	Date	_____
Identification (Truck No. Car No., Etc.)	_____		
Type and Grade	_____	With Additive (%, Brand)	_____
Loading Temperature	_____	Net Weight	_____
Net Liters	_____		

The shipment of bituminous material identified above and covered by the bill of lading complies with Government Standard Specification as modified by SUPPLEMENTAL SPECIFICATIONS applicable to this project.

Producer	_____
Signed	_____
	(Producer's Representative)

892.04 Application Temperatures

Apply bituminous materials within the temperature ranges indicated in Table T-892-2.

TABLE T-892-2 - Application Temperatures

Application Temperature Range (Degrees C)

Type & Grade of Material	Min./Max.	Spray	Mix
		Min./Max.	
MC 30		21-63	16-40
MC 70		40-85	32-68
DO-1-2-3		27-52	
DO-4		27-80	
DO-6-7-8		10-60	

TABLE 892-1.- Bituminous dust palliatives.

General Requirements	ASTM Method	DO-1	DO-2	DO-3	DO-4	DO-6	DO-6P	DO-8
Flash Point								
Tag Open-Cup, °C, Min	D 1310	52	52	52	93	66	66	
Cleveland Open-Cup, °C, Min	D 92	-	-	-	-	-	-	100
Viscosity:								
Kinematic, @ 38 °C, cSt	D 2170	40-70	90-125	135-200	20-100	-	-	-
Saybolt Furol, @ 25 °C SFS Max.	D 88	-	-	-	-	75-150	25-50	50
Water, % Max.	D 95	0.	0.5	0.5	0.	-	-	-
Asphaltnes, %s	D 2006-70	3-6	4-8	5-10	0-5	5-15	5-15	5-10
Saturates, % Min.	D 2006-70	25	25	25	10	25	25	8
24-Hour Settlement, %	D 244	-	-	-	-	2.0	2.0	2.0
Sieve Test, % Max.	D 244	-	-	-	-	-	-	0.1
Distillation Tests								
Total Distillate to 288 °C, Max. % by Volume	D 244	35	30	30	5	-	-	50
Total Distillate to 360 °C, Max. % by Volume	D 402	-	-	-	-	-	-	-
Oil Distillate, % by Volume	D 244	-	-	-	-	-	10-20	5
Total Residue, % by Weight	D 244	-	-	-	-	60	55	45
Test on Residue from Distillate								
Viscosity, Kenmatic, @ 38 °C ,cST	D 2170	75-250	200-600	500-1500	20-150	-	-	-
Viscosity, Kenmatic, @ 50 °C, cST	D 2170	-	-	-	-	200-600	150-450	250-1200
Solubility in Trichloroethylene, % Min.	D 2042	98	98	98	98	96	96	98
Ductility, CM Min.	D 113	-	-	-	-	-	-	-