



United States Department of Agriculture

Office of the Secretary  
Washington, D.C. 20250

JUL 29 2011

The Honorable William E. Reukauf  
Associate Special Counsel  
U.S. Office of Special Counsel  
1730 M Street, NW., Suite 218  
Washington, D.C. 20036-4505

Dear Mr. Reukauf:

Thank you for your letter of March 17, 2011, regarding the Office of Special Counsel's investigation into allegations by a whistleblower of illegal activity on the Cibola National Forest. I apologize for the delayed response.

Enclosed please find the Report of Investigation completed by a misconduct investigator of the U.S. Department of Agriculture's Forest Service. The investigation was completed on May 16, 2011, and the report was forwarded to Cibola National Forest Supervisor Nancy Rose for further review and action. Also enclosed, please find an analysis by Forest Service Human Resources Management Employee Relations. This analysis concludes that a Forest Service employee did improperly provide a construction contractor with government estimate information, in violation of the Federal Acquisition Regulation.

After consultation with Employee Relations, Ms. Rose has determined that formal corrective action is warranted against Mr. Richard Graves, the Contracting Officer's Representative identified in the report as responsible for the unauthorized disclosure.

Again, thank you for writing. I assure you that I take these concerns very seriously and am committed to ensuring that appropriate actions are taken.

Sincerely,

A handwritten signature in black ink, appearing to read "Tom Wilsack", written over a circular stamp.

Thomas J. Wilsack  
Secretary

Enclosures

**Analysis – Report of Investigation**  
**MI 2011-27**  
**Cibola National Forest**  
**Whistleblower Complaint, OSC**

**Background:** The Whistleblower complaint alleges that Cibola National Forest, Engineering and Acquisitions Management Departments in Albuquerque, New Mexico, have engaged in conduct that may constitute violations of law, rule or regulation and gross mismanagement. Forest Service employee Richard Graves released the government estimate and related information to Groundhog Excavation, Inc., during the negotiations process. He was not the Contracting Officer and therefore had no authorization to negotiate the contract independently.

**Summary of relevant facts:**

- On September 9, 2010, a Solicitation/Contract/Order for Commercial Item was requisitioned for NFR 245 Road Maintenance Upper Section – Mountainair Ranger District, Cibola NF. The order number is AF-83d5-S-10-03 contractor/offeror is listed as Groundhog Excavating Inc., Attn: Troy Otero, 805 Nikanda Road NE, 68058 1840m Albuquerque, NM. The total amount of the award is \$342,940.00. The name of the Contracting Officer is listed as Greg Martinez. The document is not signed.
- The contract funding has been obligated by Greg Martinez, Contracting Specialist, but has yet to be awarded to Groundhog Excavating, Inc.
- Greg Martinez, Contracting Specialist, GS-1102-12, Cibola National Forest Supervisor's Office, Albuquerque, NM. Assisted in preparing the contract order number AF-83d5-S-10-03.
- Richard Graves, Transportation Engineer, GS-0810-11, Cibola National Forest Supervisor's Office, Albuquerque, NM, worked on contract. Assisted in preparing the contract order number AF-83d5-S-10-03.
- Kevin Phillip Broderick, Forest Engineer, GS-12 Cibola National Forest Supervisor's Office, Albuquerque, NM. Assisted in preparing the contract order number AF-83d5-S-10-03.
- Henry Martinez, Civil Engineer, GS-0810-09, Cibola National Forest Supervisors Office, Albuquerque, NM. Assisted in preparing the contract order number AF-83d5-S-10-03.

- Richard Graves, in his sworn statement, dated May 2, 2011, stated “I provided information to Groundhog Inc. regarding the government estimate in the fall of 2010. Groundhog is an 8a contractor and I had not dealt with 8a contractors before. We had received funding for the project and Troy Otero, the owner of Groundhog Inc., submitted a bid and it was quite a bit over. As I recall, this bid came in on a Thursday and we had to award the contract on Friday, so I basically told Troy the amount that I had to work with.” Graves also stated, “I gave Troy the government estimate over the telephone, after the written statement.”
- Greg Martinez, in his sworn statement, dated May 2, 2011, stated, “The CO has the authority to provide a sole source contractor with a government estimate if necessary, but I have never delegated that authority to a COR [Contracting Officer’s Representative].”
- Memo from Henry Martinez, dated September 22, 2010, To: Documentation File, stated: when Martinez asked Graves how much Groundhog’s original estimate was compared to his first estimate of \$204,716, Graves said \$350 K. Martinez then questioned Graves how they could justify the difference and Graves responded, “I told the contractor how much money we had in the budget because we don’t have time to mess around.” Martinez asked Graves if they could tell the contractor how much they have in the budget for this project and Graves’ response was, “Probably not but I did.”
- Richard Graves is a USDA FS employee, GS-0810 11/04 Civil Engineer, Cibola National Forest, Engineering – REALM, effective date 5/24/09. His Service Comp Date is 7/12/95. He has no prior discipline.

**Regulations/Guide – Federal Acquisition Regulation (FAR)**

- AAC 96-04 CONSTRUCTION AND ARCHITECT-ENGINEER CONTRACTS  
SUBPART 436.2 SPECIAL ASPECTS OF CONTRACTING FOR  
CONSTRUCTION

*For acquisitions using other than sealed bid procedures (e.g., negotiation), the **contracting officer** may disclose overall amount of the estimate after contract award.*

- Subpart 36.2 – Special Aspects of Contracting for Construction

***36.203 Government estimate of construction** – (c) Access to information concerning the Government estimate shall be limited to Government personnel whose official duties require knowledge of the same estimate. An exception to this rule may be made during contract negotiations to allow the contracting officer to identify a specialized task and disclose the associated breakdown figures in the Government estimate, but only the extent deemed necessary to arrive at a fair and reasonable price. The*

*overall amount of the Government's estimate shall not be disclosed except as permitted by the agency regulations.*

## **USDA – Penalty guide for Disciplinary Actions**

### **Conduct Prejudicial to the Best Interest of the Service**

i. Unauthorized disclosure or use of (or failure to safeguard) information protected by the Privacy Act or other official, sensitive or confidential information.

First Offense: Letter of Reprimand to Removal

### **Case law (Adverse Actions), and/or similar offenses/past practice in that unit:**

*Smith v. Dept. of Transportation 106 MSPR 59 (2007) (agency proved that appellant's 30-day suspension was warranted, based on charges of unauthorized use of official government information, unauthorized use of government documents, obtained through government employment).*

*Zing v. Dept of Treasury No. 04-31139 (Fed Cir. 2004) (circuit upheld the arbitrator's decision sustaining the employee secretary's removal for improperly disclosing tax information relating to 1300 Taxpayer; disclosure was to accountant, who formerly worked for the agency).*

### **Similar offenses in Region 3**

COR disclosed contract details to another employee, not authorized to receive this information. The other employee then used this information to assist a personal friend who was a vendor enhance her chances of being granted the contract. COR received a 7-day suspension, which was mitigated from a proposed 14-day suspension. The other employee received a Letter of Reprimand.

Employee was the designated COR for a contract. His two sons were hired to work for the same contractor. He continued to work as the COR. He did not disclose the family relationship to the contractor, nor did he remove himself as the COR. He received a 3-day suspension.

### **Recommended Penalty:**

Based on my analysis above and due to the high dollar amount of \$342,940, I recommend proposing a suspension for Richard Graves between seven (7) and fourteen (14) days.

## REPORT OF INVESTIGATION

### **Description of Investigation**

Name and Location of Organization Involved in the Investigation:	USDA Forest Service, Cibola National Forest, Supervisor's Office, Albuquerque, NM
Allegation(s):	Forest Service Employees provided a potential construction contractor with government estimate information.
Investigator:	Monica Jaramillo, Personnel Misconduct Investigator and John Freeman, Personnel Misconduct Investigator
Places of Investigation:	Albuquerque, NM
Date of Investigation Authorization:	April 22, 2011
Dates of Investigation:	May 2, 2011 through May 16, 2011
Date Report Submitted:	May 16, 2011

### **Predication**

On April 22, 2011, the Misconduct Investigations Branch received an e-mail from Peter L. Roehrs, Senior Special Agent/WO regarding a U.S. Office of Special Counsel request to perform an administrative investigation into a Whistleblower complaint. The letter from the U.S. Office of Special Counsel is dated March 17, 2011. (Exhibit 1)

The Whistleblower complaint alleges that the Cibola National Forest, Engineering and Acquisition Management Department in Albuquerque, New Mexico, have engaged in conduct that may constitute violations of law, rule or regulation and gross mismanagement.

## Summary of Findings

On September 9, 2010, a Solicitation/Contract/Order for Commercial Item (Exhibit 2) was requisitioned for NFR 245 Road Maintenance Upper Section – Mt. Air Ranger District, Cibola National Forest. The order number is AG-83D5-P-10-0047 and the requisition number is #434194 and the solicitation number is AG-83d5-s-10-030. The contractor/offeror is listed as Groundhog Excavating Inc., Attn: Troy Otero, 805 Nikanda Road NE, 680581840, Albuquerque, NM. The total award amount is \$342,940.00. The name of the contracting officer is listed as Greg A. MARTINEZ. This document is not signed.

According to Greg A. MARTINEZ, (Exhibit 3) this contract has not been awarded. The funds have been obligated and the funds have been requisitioned, but the contractor has not been notified of the award of the contract and the funds have not been paid. Greg MARTINEZ stated he did not award the contract due to some concerns he had about the process and from what Henry MARTINEZ had mentioned to him regarding Rich GRAVES providing information to the contractor. Greg MARTINEZ wanted to have a meeting with all the involved employees, but due to workload and fire issues, they were never able to meet.

Richard GRAVES in a sworn statement, (Exhibit 4) admitted that he provided the government estimate to Groundhog Excavating, Inc., the potential contractor for this project. GRAVES stated he did not know he had done anything wrong and nobody asked him if he had done so.

Greg MARTINEZ stated he had asked GRAVES about this issue and GRAVES provided MARTINEZ with a written statement. (Exhibit 5) GRAVES explained the written statement in a different context than what MARTINEZ recalled. MARTINEZ explained that he asked GRAVES if GRAVES had provided the contractor with the government estimate and MARTINEZ thought that GRAVES wrote the statement saying that he did not provide the contractor with the costs per item. GRAVES explained that when MARTINEZ asked him about the proposal submitted by the contractor, he wrote in his statement that he did not provide the contractor with the written estimate as they submitted it. GRAVES did not feel the written statement he provided to MARTINEZ was a denial of giving Groundhog Excavating, Inc. budget information, but an explanation of what he provided to Groundhog Excavating, Inc., in the form of documentation. GRAVES stated that Greg MARTINEZ did not ask him if he had provided Troy Otero with the government estimate.

Henry MARTINEZ feels that there was inappropriate changing of prices throughout the process in order to allow the contractor to bid excessively high on this particular project. Henry MARTINEZ stated that he expressed his concerns to both Greg MARTINEZ and to Kevin BRODERICK.

### Details of Investigation

Investigator Monica Jaramillo interviewed and obtained sworn statements from the following employees:

Greg MARTINEZ, Contract Specialist, GS-1102-12  
Kevin BRODERICK, Engineering Program Manager, GS-12  
Richard GRAVES, Transportation Engineer, GS-01810-11  
Henry MARTINEZ, Civil Engineer, GS-0810-09

John Freeman, Misconduct Investigator, observed during the interview process.

#### GREG MARTINEZ

Greg MARTINEZ, in his sworn statement (Exhibit 3), stated that for the project, Forest Road Maintenance – Upper Section Project, he selected to use an 8a sole source contractor and chose to use Groundhog Excavation, Inc. MARTINEZ verified the original government estimate as \$220,000.00 and the original bid proposal from Groundhog Excavation, Inc. as \$429,040.00. MARTINEZ stated that he worked with Henry MARTINEZ, Kevin BRODERICK, and Richard GRAVES, and they reviewed and revisited the government estimate. The government estimate was revised and Groundhog Excavation, Inc. revised their proposed bid. MARTINEZ stated that it was the end of the fiscal year and they were trying to get the project proposal in place. MARTINEZ had the money obligated at the contractor's proposed price and he had to modify the requisition in order to reach that amount, but the money was available.

Greg MARTINEZ stated that Henry MARTINEZ told Greg MARTINEZ that Rich GRAVES had provided Groundhog Excavation, Inc. with the government estimate on the project. Greg MARTINEZ stated he talked to Rich GRAVES about the issue and GRAVES provided him with a written statement dated 9/23/2010.

Greg MARTINEZ stated that he did obligate the funding due to the time of the year and then decided he would have to do some further investigating to determine if something had taken place that was illegal. He stated he attempted to have meetings regarding this issue on a couple of occasions, but it did not pan out.

Greg MARTINEZ stated that Richard GRAVES was the COR for this project. The CO has the authority to provide a sole source contractor with a government estimate if necessary, but Greg MARTINEZ has never delegated that authority to GRAVES. Greg MARTINEZ stated that this is not illegal, but it is not proper and it is not a fatal flaw to the process.

Greg MARTINEZ provided reference material from the Federal Acquisition Regulation (FAR), related to this issue. (Exhibit 8)

## **KEVIN BRODERICK**

Kevin BRODERICK, in his sworn statement (Exhibit 6), stated he supervises Rich GRAVES and Henry MARTINEZ. BRODERICK stated Rich GRAVES was the COR for the Forest Road Maintenance – Upper Section Project, and Greg MARTINEZ was the CO on the project. Henry MARTINEZ was actually doing a lot of the contract preparation and BRODERICK states he was assisting Henry MARTINEZ with getting the estimates, specifications, etc. BRODERICK stated that they all agreed to use a set aside contractor on the project and chose Groundhog Excavating, Inc. because they had been working on a project in that same area and they were trying to get the project put out for bid by the end of the 2010 fiscal year.

BRODERICK stated that there was some negotiating between Groundhog Excavation, Inc. and Rich GRAVES, which BRODERICK felt was the normal process. BRODERICK was aware that GRAVES had asked Groundhog Excavation, Inc., to ‘sharpen their pencil’. BRODERICK stated that GRAVES should have been working with the CO during this process. BRODERICK stated that they did go to the CO, Greg MARTINEZ, with the amounts of the proposal and the amounts of the government estimate as they were being revised.

BRODERICK recalls a conversation when Greg MARTINEZ asked BRODERICK if Groundhog Excavation was provided with the amount of the government budget for this project and BRODERICK recalls saying they had not, but then recalls a conversation with Rich GRAVES regarding this issue, where GRAVES stated that GRAVES did tell Groundhog Excavation something. BRODERICK did not recall what GRAVES stated he told Groundhog Excavation. At some point after these conversations, BRODERICK stated that Greg MARTINEZ stated there needed to be a meeting regarding this project in case the process had been tainted. The meeting was cancelled and not rescheduled due to scheduling conflicts. The contract has not been awarded.

BRODERICK described some internal conflicts within the group. BRODERICK stated he is trying to work out the conflicts and resolve some internal issues. BRODERICK explained that his group is relatively new to the process and working together on these things. BRODERICK stated they were waiting for a decision to be made after a meeting has taken place to discuss these issues. He does not feel that the contract should not be awarded after all the work that has been put into the project preparation.

## **RICHARD GRAVES**

Richard GRAVES, in his sworn statement (Exhibit 4), stated he helped put the contract together for the Forest Road Maintenance – Upper Section Project, with Henry MARTINEZ and Kevin BRODERICK. GRAVES stated his involvement in the contract preparation was limited as well as his contact with the contractor.

GRAVES stated he was not aware there were allegations regarding an employee providing a contractor with government estimate information. GRAVES admitted he

provided information to Groundhog Inc. regarding the government estimate in the fall of 2010. GRAVES stated that Groundhog is an 8a contractor and he had not dealt with 8a contractors before. GRAVES stated that when they received funding for the project and Groundhog's bid was quite a bit over the estimate, he basically told Troy Otero, the owner of Groundhog Inc. the amount that GRAVES had to work with. GRAVES did not think that telling Otero this information was illegal or a big deal since no one else was bidding on the contract.

GRAVES stated that on an unrecalled date, Greg MARTINEZ visited with GRAVES and stated that Greg MARTINEZ had noticed that the government bid was real close to the government estimate and questioned GRAVES about this issue. GRAVES does not recall Greg MARTINEZ telling him that GRAVES had done anything wrong. GRAVES felt that G. MARTINEZ was just relaying an observation.

GRAVES was questioned by the investigator about a written statement he provided to Greg MARTINEZ. GRAVES stated that the written statement was in reference to the documentation he had provided to Groundhog Excavation, Inc. related to the government estimate form that Groundhog Excavation, Inc. had submitted to Greg MARTINEZ. GRAVES stated that his written statement verified that he had provided Groundhog Excavation the government estimate form without the amounts listed and Groundhog Excavation chose to use the same form to submit their proposal. GRAVES was not providing a written statement that he did not provide the government estimate to Groundhog Excavation. GRAVES stated that he provided Troy Otero the government estimate over the telephone, after the written statement was provided to Greg MARTINEZ about the government estimate form.

GRAVES stated that he does not recall anyone asking him if he provided Troy Otero the government estimate. GRAVES stated that if someone had asked him about it, he would have told them. GRAVES recalls the conversation with Greg MARTINEZ related to the government estimate form that Groundhog submitted and GRAVES never recalls BRODERICK speaking to him about this issue.

GRAVES provided a certificate of training as a COR.

### **HENRY MARTINEZ**

Henry MARTINEZ, in his sworn statement (Exhibit 6), stated he was assigned to work on the Forest Road Maintenance – Upper Section Project by Kevin BRODERICK in the fall of 2009. Henry MARTINEZ provided a detailed account with documentation related to the project and the changes that were made along the way. (Exhibit 9)

H. MARTINEZ claims he completed 90% of the work for the government estimate. H. MARTINEZ feels he is most knowledgeable about the project. He states GRAVES and BRODERICK reviewed what he put together and then made changes to his work. GRAVES provided a justification statement to justify the changes which made

implications that H. MARTINEZ had not done his work correctly. H. MARTINEZ provided the comments he made regarding this justification.

H. MARTINEZ provided documentation (Exhibit 10) related to conversations he had with GRAVES regarding GRAVES providing Groundhog Excavation Inc. with government estimate information. H. MARTINEZ stated GRAVES told him, "We don't have time to mess around so I told the contractor how much we have and we are going to do it for \$342,000.00." H. MARTINEZ stated that he told GRAVES that GRAVES could not do that and GRAVES told H. MARTINEZ, "Well, I did." H. MARTINEZ also overheard GRAVES on the telephone talking to Troy Otero, the owner of Groundhog Excavation Inc., discussing the government estimate.

H. MARTINEZ discussed his concerns with both Greg MARTINEZ and Kevin BRODERICK. Greg MARTINEZ told H. MARTINEZ they were going to have a meeting to discuss H. MARTINEZ' concerns, but the meeting never happened. H. MARTINEZ is not certain of the status of this project.

Investigation Closed.

## TABLE OF CONTENTS

**USDA Forest Service, Cibola National Forest, Supervisor's Office  
Allegations of Employee disclosing Government Estimate Information to Potential Contractor**

<b>TAB</b>	<b>DESCRIPTION</b>
1	Solicitation/Contract/Order for Commercial Item, dated September 24, 2010
2	Sworn Statement of Greg Martinez, Contract Specialist, GS-1102-12, dated May 2, 2011
3	Sworn Statement of Richard Graves, Transportation Engineer, GS-0810-11, dated May 2, 2011
4	Written Statement provided by Richard Graves to Greg Martinez on September 23, 2010
5	Sworn Statement of Kevin Broderick, Forest Engineer, GS-12, dated May 2, 2011
6	Sworn Statement of Henry Martinez, Civil Engineer, GS-0810-09, dated May 2, 2011
7	Federal Acquisition Regulation (FAR) reference material provided by Greg Martinez
8	Project File documentation provided by Henry Martinez
9	Two (2) Memorandums provided by Henry Martinez, to Documentation File, dated 09/22/10 and 09/23/10

2. CONTRACT NO. 3. AWARD/EFFECTIVE DATE 09/24/2010 4. ORDER NUMBER AG-83D5-P-10-0047 5. SOLICITATION NUMBER AG-83D5-S-10-030 6. SOLICITATION ISSUE DATE 09/09/2010

7. FOR SOLICITATION INFORMATION CALL: GREG MARTINEZ 8. OFFER DUE DATE/LOCAL TIME 505-346-3808 (No collect calls)

9. ISSUED BY CODE 83D5 10. THIS ACQUISITION IS UNRESTRICTED OR SET ASIDE: 100.00% FOR: SMALL BUSINESS EMERGING SMALL BUSINESS HUBZONE SMALL BUSINESS Sole Source SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 8(A)  
 USDA FS CIBOLA NATIONAL FOREST SUPERVISORS OFFICE 2113 OSUNA RD NE ALBUQUERQUE NM 87113-1001 NAICS: 237310 SIZE STANDARD: \$33.5

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED SEE SCHEDULE 12. DISCOUNT TERMS NET/30 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION RFP

15. DELIVER TO CODE 83D5 16. ADMINISTERED BY CODE 83D5  
 USDA FS CIBOLA NATIONAL FOREST SUPERVISORS OFFICE 2113 OSUNA RD NE ALBUQUERQUE NM 87113-1001  
 USDA FS CIBOLA NATIONAL FOREST SUPERVISORS OFFICE 2113 OSUNA RD NE ALBUQUERQUE NM 87113-1001

17a. CONTRACTOR/OFFEROR CODE 680581840 FACILITY CODE 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER 18a. PAYMENT WILL BE MADE BY CODE 83D5  
 GROUNDHOG EXCAVATING INC ATTN TROY OTERO 805 NIKANDA ROAD NE 680581840 A ALBUQUERQUE NM 87107  
 USDA FS CIBOLA NATIONAL FOREST SUPERVISORS OFFICE 2113 OSUNA RD NE ALBUQUERQUE NM 87113-1001  
 TELEPHONE NO. 505-243-2133

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19. ITEM NO	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	NFR 245 Road Maintenance Upper Section - Mt. Air Ranger District, Cibola National Forest. Delivery: 01/15/2011 Accounting Info: 11.ZZ.ZZ.ZZZZZZ.0303.ZZ.ZZZZZZ.ZZ.ZZZZZZZZ.2540. ZZ.CMLG0310.ZZZZ Agency Code (4): 11 Program Code (25): ZZZZZZZZ BOC: 2540 Sub BOC (2): ZZ Cost Org (7): ZZZZZZ Job Code (8): CMLG0310 Sub Cost Org (2): ZZ Budget Yr Start (2): ZZ Budget Yr End (2): ZZ Fund (6): ZZZZZZ Budget Org (7): 0303 Sub Continued ... (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA See schedule 26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$342,940.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED.  
 X 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA ARE X ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. X 29. AWARD OF CONTRACT REF. OFFER DATED 09/21/2010 YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: All Items In RFP

30a. SIGNATURE OF OFFEROR/CONTRACTOR 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (Type or print) 30c. DATE SIGNED 31b. NAME OF CONTRACTING OFFICER (Type or print) 31c. DATE SIGNED  
 GREG A. MARTINEZ 09/24/2010

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Budget Org (2): ZZ Report Category (4): ZZZZ Period of Performance: 10/18/2010 to 01/15/2011				
001	NFR 245 Road Maintenance Upper Section - Mt. Air Ranger District, Cibola National Forest. Product/Service Code: Z222 Product/Service Description: MAINT-REP-ALT/HWYS-RDS-ST5-BRDGS-RA	342940	DO	1.00	342,940.00
The total amount of award: \$342,940.00. The obligation for this award is shown in box 26.					

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED       INSPECTED      ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED:

---

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE      32c. DATE      32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

---

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE      32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

---

33. SHIP NUMBER      34. VOUCHER NUMBER      35. AMOUNT VERIFIED CORRECT FOR      36. PAYMENT      37. CHECK NUMBER

PARTIAL       FINAL      COMPLETE       PARTIAL       FINAL

---

38. S/R ACCOUNT NUMBER      39. S/R VOUCHER NUMBER      40. PAID BY

---

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT      42a. RECEIVED BY (Print)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER      41c. DATE      42b. RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD)      42d. TOTAL CONTAINERS

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	AG-83D5-S-10-030	<input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	Sept. 9, 2010	1 58

**IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.**

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
	301522	
7. ISSUED BY CODE	8. ADDRESS OFFER TO	
Northern Acquisition Management Zone Cibola National Forest 2113 Osuna Road NE Albuquerque, NM 87113	Same as block 7	
9. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)
	Greg A. Martinez	505-346-3808

**SOLICITATION**

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):

**NFR 245 Road Maintenance – Upper Section:** A wild land fire in 2008 caused extensive watershed damage to Forest Road 245. Damage includes the wash out of sections of the road bed, extensive sediment transfer, the clogging of culverts, and damage to existing road features. This project involves earth work to fill in washed out sections of the road, re-establish roadway section including ditches, and the installation, repair and cleaning of roadway culverts and storm drain inlets.

**Price Range -** The Government's estimate is: between \$100,000 - \$250,000.

This is an 8a Set-Aside under the Small Business Administration's 8a Program.

11. The Contractor shall begin performance within 15 calendar days and complete it within 90 calendar days after receiving

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i>	12B. CALENDAR DAYS
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	15

13. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed offers in original and 0 copies to perform the work required are due at the place specified in Item 8 by **4:45 p.m.** local time **Sept. 21, 2010**. If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- B. An offer guarantee  is,  is not required.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- D. Offers providing less than **60** calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

**OFFER (Must be fully completed by offeror)**

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)  GROUNDHOG EXCAVATING, INC. 805 NIKANDA RD NE ALBUQUERQUE, NM 87107	15. TELEPHONE NO. (Include area code) 505-243-2133  16. REMITTANCE ADDRESS (Include only if different than Item 14)
--	--

CODE	FACILITY CODE
------	---------------

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

AMOUNTS:  
PER SCHEDULE

18. The offeror agrees to furnish any required performance and payment bonds.

**19. ACKNOWLEDGMENT OF AMENDMENTS**

The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each

AMENDMENT NO.											
DATE											

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) TROY L OTERO PRESIDENT	20B. SIGNATURE 	20C. OFFER DATE 9/21/10
---	--	----------------------------

**AWARD (To be completed by Government)**

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
------------	---------------------------------------

24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )
--	------	--

26. ADMINISTERED BY      CODE	27. PAYMENT WILL BE MADE BY
-------------------------------	-----------------------------

**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return ___ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.	<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
---	---

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)	31A. NAME OF CONTRACTING OFFICER (Type or print)
--	--

30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA	31C. AWARD DATE
----------------	-----------	-------------------------------	-----------------

BY

**PART I—THE SCHEDULE – Revised 9/10/09**  
**SECTION B—SUPPLIES OR SERVICES AND PRICES/COSTS**  
**NFR 245 Road Maintenance – Upper Section**  
**Cibola National Forest**  
**Torrance County, New Mexico**

**SECTION B - SCHEDULE OF ITEMS**

BASE ITEM NO.	DESCRIPTION	METH. OF MEAS.	PAY UNIT	EST. QTY.	UNIT PRICE	AMOUNT
15101	Mobilization (including bonding)	LSQ	Lump Sum	1		\$ 16,158.00
25101	Placed Rip-Rap, size 4-6 inch	DQ	Cubic Yard	25	\$204.76	\$ 5,119.00
30101	Crushed aggregate 1-inch, NMSH Type I-B Base Course	DQ	Cubic Yard	3,567	\$ 60.48	\$ 215,732.00
30102	Contractor Sampling and Testing	LSQ	Lump Sum	1	\$ 878.00	\$ 878.00
30301	Road Reconditioning	DQ	Mile	3.8	\$4,480.00	\$17,024.00
30302	Construct Grade dips	AQ	Each	14	\$593.57	\$8,310.00
60201	18 inch pipe culvert, 0.079 inch thick, Compaction Method C	DQ	LF	150	\$125.44	\$18,816.00
60202	24 inch pipe culvert, 0.079 inch thick, Compaction Method C	DQ	LF	30	\$127.67	\$3,830.00
60203	36 inch pipe culvert, 0.079 inch thick, Compaction Method C	DQ	LF	30	\$134.4	\$4,032.00
60701	Clean CCC catch basin and culvert in place	AQ	Each	34	\$1,680.00	\$57,120.00
71801	Traffic signs (0.080-inch thick aluminum sheets)	AQ	SF	28	\$ 69.07	\$1,934.00
72530	Rock Barrier	AQ	Each	5	\$ 234.00	\$1,170.00
<b>PLEASE SEE ATTCHED SCHEDULE WITH NOTES!!</b>					<b>TOTAL AMOUNT</b>	<b>\$350,123.00</b>

\*Abbreviations: DQ – Designed Quantities; AQ – Actual Quantities; LSQ – Lump Sum Quantities; LS - Lump Sum; LF – Linear Foot; CY – Cubic Yard; SY – Square Yard; AC – Acre; EA - Each.

**NOTE:** Estimated start date will be late September 2010 (depending on weather conditions), or spring 2011. **Contract Time: 90 calendar days.**

\_\_\_\_\_  
 Signature

9/21/2010  
 Date

68-0581840\_\_\_\_\_  
 Federal Tax ID Number

961331808\_\_\_\_\_  
 DUNS Number

**For questions concerning technical aspects of this solicitation, contact Richard Graves (Cibola National Forest), 346-3846. (Include Applicable Federal, State and Local Taxes).**

NFR 216 UPPER ROAD SCHEDULE WITH NOTES

DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL WITH TAX
MOBILIZATION INC BOND	LS	1	\$16,158.00	\$16,158.00
PLACE 4-6" RIP RAP	CY	25	\$204.76	\$5,119.00
BASE COURSE (ASSUMES USE OF SCRAPER/ARTICULATED HAUL TRUCKS) INC 30% FOR COMPACTION LOSS FOR A NET 3" LAYER	CY	3567	\$60.48	\$215,732.00
SAMPLING AND TESTING	LS	1	\$878.00	\$878.00
ROAD RECONDITIONING	MILE	3.8	\$4,480.00	\$17,024.00
CONSTRUCT GRADE DIPS	EA	14	\$593.57	\$8,310.00
18" CULVERT	LF	150	\$125.44	\$18,816.00
24" CULVERT	LF	30	\$127.67	\$3,830.00
36" CULVERT	LF	30	\$134.40	\$4,032.00
CLEAN CCC CATCH BASIN AND CULVERTS	EA	34	\$1,680.00	\$57,120.00
TRAFFIC SIGNS ALUMINUM W/ BREAKAWAY U CHANELL POST	SF	28	\$69.07	\$1,934.00
ROCK BARRIER (MAY FIND BOULDERS BY BORROW AREA)	EA	5	\$234.00	\$1,170.00
		<b>TOTAL</b>		<b>\$350,123.00</b>

DOES NOT INCLUDE BRIDGE BY PASS!!!

## **SCOPE OF WORK/WORK PLAN**

### **WORK STAFF/MANAGEMENT**

GEI WILL PROVIDE AN APPROXIMATE WORK FORCE OF SIX MEN INCLUDING A SUPERINTENDENT/QC PERSON. WORK FORCE WILL BE AUGMENTED AS NECESSARY TO MAINTAIN SCHEDULE.

### **MATERIALS**

ALL MATERIALS WILL BE AS SPECIFIED PER CONTRACT DOCUMENTS. ITEMS TO BE SUBSTITUTED WILL BE SUBMITTED AS NEEDED. TWO SIEVE SAMPLES WILL BE TAKEN AND TESTED, 1EA FROM STOCK PILE AREA AND 1EA FROM SOURCE.

### **WORK SEQUENCE**

1. SURVEY AND STAKING OF WORK AREA BY C.O.R.
2. MOBILIZATION
3. INSTALL PARKING BOULDERS
4. REPAIR/REPLACEMENT AND INSTALLATION OF CULVERTS.
5. ESTABLISHMENT OF BAR DITCHES, GRADE DIPS AND ROAD PROFILE.
6. INITIAL CLEANING OF CCC INLETS.
7. PLACEMENT AND COMPACTION OF ROAD BASE.
8. PLACEMENT OF RIP RAP.
9. FINAL CLEANING OF INLETS AND BAR DITCHES.
10. INSTALL SIGNAGE
11. DEMOBILIZATION.

### **ALTERANTE WORK**

1. CREATE BRIDGE BYPASS
2. REMOVE BRIDGE BYPASS AND RESEED.

### **SURVEY/AS-BUILTS**

SURVEY AND STAKING SHALL BE PER PLANS BY C.O.R.. GEI WILL ADHERE TO LAYOUT AND DRAWINGS PROVIDED BY THE "COR". DRAWINGS SHALL SERVE AS THE "AS-BUILTS".

### **EQUIPMENT**

ALL EQUIPMENT USED WILL MEET OR EXCEED FOREST SERVICE REQUIREMENTS.

GEI PROPOSES TO USE THE FOLLOWING HEAVY EQUIPMENT:

BACKHOE, LOADERS, SKIDSTEERS, DUMP TRUCKS, ARTICULATED ROCK TRUCK, SCRAPER, HYDRAULIC EXCAVATORS, MOTOR GRADER, WATER TRUCK/TRAILER, GENERATORS AND PICKUPS.

HAND AND SMALL POWER TOOLS WILL ALSO BE USED.

## CHALLENGES AN POSSIBLE MITIGATION

1. BRIDGE WEIGHT LIMIT WILL NOT ALLOW EFFECTIVE TRANSPORTATION OF MATERIAL TO ROAD SECTION. CREATE BYPASS ROAD. REMOVE AND RESEED WHEN FINISHED.
2. REMOVE IRREGULARITIES? ROAD IS MOSTLY BED ROCK. WHERE WE ENCOUNTER BEDROCK, WE'LL HAVE TO WORK WITH WHAT'S THERE.
3. CREATE ROAD PRISM PER DRAWINGS W/ 2% CROSS SLOPE? ROAD IS MOSTLY BEDROCK. SEE ANSWER TO QUESTION 1.
4. I CANT FIND WHERE IT STATES HOW THICK THE BASE COURSE SHOULD BE. THE GENERAL THICKNESS WE'RE CALLING FOR IS 4", ALTHOUGH WE'LL INCREASE IT TO COVER THE ROCK OUTCROPPINGS THAT THE 4" LAYER WON'T ADEQUATELY COVER.
5. IS 30' GOING TO BE A TOTAL REPLACEMENT FOR THE 36" CMP? IS IT LONG ENOUGH? SEEMED LIKE THE ROAD WAS WIDER THERE. PIPE LENGTH IN THE WORK LIST/ROAD LOG IS 50'. THIS IS PROBABLY AN ESTIMATED LENGTH, SO WE'LL PROBABLY HAVE TO MEASURE BEFORE ORDERING. 50' SHOULD BE CLOSE ENOUGH TO THE REQUIRED LENGTH FOR COST ESTIMATING PURPOSES.
6. HOW MANY DENSITY TEST DO YOU WANT US TO TAKE? FREQUENCY(IE: EVERY 200' OR EVERY 200CYDS). NO DENSITY TESTS....COMPACT UNTIL NO VISIBLE DEFLECTION.
7. NEW GRADE DIPS WILL BE MADE FROM SUPPLIED BASECOURSE IN AREAS OF BED ROCK. I THINK THE BEDROCK IS MAINLY ON THE UPPER PORTION OF THE ROAD. THE TWO NEW DIPS TO BE CONSTRUCTED ARE ON THE LOWER PART OF THE ROAD (~ 0.3 MILES FROM BEGINNING OF WORK), SO WE SHOULD BE OK.
8. 19,906LF OF ROAD X 12" WIDE X 3" COMPACTED INCHES DEEP WILL TAKE APPROX 3,910CYDS. DOES NOT ICLUDE ANY TURNOUT AREAS. HOW DO YOU WANT ME TO FIGURE THIS? WE'LL ADD SOME VOLUME TO ACCOUNT FOR CURVE WIDENING AND TURNOUTS. WE'RE ALSO GOING TO INCREASE THE LAYER THICKNESS AT THE LARGER OUTCROPPINGS. GO AHEAD AND BID ON THE QUANTITY IN THE SCHEDULE OF ITEMS, AND WE'LL MAKE AN ADJUSTMENT FOR THE EXTRA QUANTITY BASED ON THE UNIT PRICE.

# SBA Profile

## Privacy Statement

### Identification, Location & Contacts

This profile was last updated: 06/29/2010  
Name of Firm: GROUNDHOG EXCAVATING, INC  
Trade Name ("Doing Business As ..."):  
DUNS Number: 961331808  
Parent DUNS Number:  
Address, line 1: 805 NIKANDA RD NE  
Address, line 2:  
City: ALBUQUERQUE  
State: NM  
Zip: 87107-4135  
Phone Number: 505-243-2133  
Fax Number: 505-243-1444  
E-mail Address: [troy@ghoginc.com](mailto:troy@ghoginc.com)  
WWW Page: [HTTP://WWW.GHOGINC.COM](http://www.ghoginc.com)  
E-Mall (electronic mall selling firm's products):  
Contact Person: TROY OTERO  
County Code (3 digit): 001  
Congressional District: 01  
Metropolitan Statistical Area: 0200  
CAGE Code: 1WVW5  
Year Established: 1996  
Accepts Government Credit Card?:  Yes  No  
GSA Advantage Contract(s):  
(Note: Size information is now under "Size, NAICS Codes and Keywords", below.)

### Organization, Ownership & Certifications

Legal Structure: Corporation  
Ownership and Self-Certifications: Hispanic American, Other Minority Owned

Current Principals: (Name, Title)  
TROY LEE OTERO, PRESIDENT

"Business Development Servicing Office"  
(for certifications):  
NEW MEXICO DISTRICT OFFICE (SBA office code 0682)

**8(a) Certification:**  
SBA 8(a) Case Number: 302682  
SBA 8(a) Entrance Date: 07/21/2008  
SBA 8(a) Exit Date: 07/21/2017

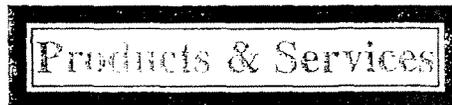
**Small Disadvantaged Business Certification:**  
SDB Entrance Date: 07/21/2008  
SDB Exit Date: 07/21/2017

**HUBZone Certification:**  
HUBZone Certified?:  Yes  No  
HUBZone Certification Date: 11/21/2007

**8(a) Joint Venture Certification:**  
8(a) JV Entrance Date:  
8(a) JV Exit Date:

**DBE Certifications (and State):**  
(none)

**Non-Federal-Government Certifications:**  
(none given)



**Capabilities Narrative:**  
GENERAL CONSTRUCTION, GENERAL EXCAVATING AND EARTH WORK, DEMOLITION, CONCRETE RECYCLING, CONCRETE CUTTING AND CORE DRILLING, UNDERGROUND UTILITIES, SEPTIC SYSTEMS, TANK REMOVAL & ENVIRO REMEDIATION, BRUSH/FUEL LOAD REMOVAL

**Special Equipment/Materials:**

SPECIALLY EQUIPED EXCAVATORS FOR concrete crushing and recycling, concrete cutting and core drilling, TREE AND BRUSH REMOVAL, robotic brock demo machines

**Business Type**

Construction (100 %)

**Percentages:****Bonding Levels**

Construction Bonding Level (per contract) \$2,500,000

Construction Bonding Level (aggregate) \$5,000,000

Service Bonding Level (per contract) \$0

Service Bonding Level (aggregate) \$0

**Size, NAICS Codes and Keywords:**

Primary?	Code	NAICS Code's Description	"Buy Green"? <sup>(1)</sup>	Small? <sup>(2)</sup>	Emerging? <sup>(3)</sup>
Yes	238910	Site Preparation Contractors		Yes	Yes
	115310	Support Activity for Forestry General \$7m small business size standard: [Yes] Special \$19m size standard for Forest Fire Suppression & Fuels Management: [Yes] <sup>(5)</sup>		Yes	No
	236210	Industrial Building Construction		Yes	Yes
	236220	Commercial and Institutional Building Construction		Yes	Yes
	237110	Water and Sewer Line and Related Structures Construction		Yes	Yes
	237310	Highway, Street, and Bridge Construction		Yes	Yes
	237990	Other Heavy and Civil Engineering Construction General \$33.5m small business size standard: [Yes] Special \$20m small business size standard for Dredging and Surface Cleanup Activities: [Yes] <sup>(5)</sup>		Yes	Yes
	238190	Other Foundation, Structure, and Building Exterior Contractors		Yes	Yes
	238990	All Other Specialty Trade Contractors		Yes	Yes

	541380	Testing Laboratories		Yes	No
	562910	Remediation Services General \$14m small business size standard: [Yes] Special 500 employees size standard for Environmental Remediation Services: [Yes] <sup>(5)</sup>		Yes	No
	562991	Septic Tank and Related Services		Yes	No

(1) By entering Yes for "Buy Green", the firm asserts that it obeys EPA guidelines for environmental friendliness for this NAICS code. Note, EPA guidelines do not exist for every NAICS code.  
 (2) If Yes, the firm's revenues/number of employees do not exceed the NAICS code's small business size standard.  
 (3) If Yes, the firm's revenues/number of employees do not exceed the NAICS code's special small business size standard for the Compositeness Demonstration Program (FAR 19-10). Note, not all NAICS codes are applicable to this program.  
 (4) "Pending" means that the firm's size for the NAICS code is pending a manual determination by the SBA.  
 (5) As seen above, the size standard can depend on subcategories within a NAICS code.

Keywords: DEMOLITION, CLEANUP, BRUSH, UTILITIES, EXCAVATING, DIRT, CONSTRUCTION, concrete cutting, core drilling, general construction, heavy civil

**Miscellaneous:**

Quality Assurance Standards: ANSI/ASQC Z1.4

Electronic Data Interchange capable?: [ ] Yes [X] No

**Export Profile (Trade Mission Online)**

Exporter?: [ ] Yes [X] No [ ] Wants To Be

- Export Business Activities: (none given)
- Exporting to: (none given)
- Desired Export Business Relationships: (none given)

• Description of Export Objective(s):

**Performance History (References)**

References

Name:	WILGER ENT
Contract:	BCDC P1 &P2
Start:	12/02/2003

End:	01/05/2005
Value:	248,795
Contact:	JOHN WILGER
Phone:	505-345-2584

Name:	ENTERPRISE BUILDERS
Contract:	BRADBURY BLDG
Start:	07/03/2008
End:	08/31/2008
Value:	125,658
Contact:	JOSH BAZINET
Phone:	505-857-0050

Name:	ENTERPRISE BUILDERS
Contract:	BELL POST
Start:	06/30/2007
End:	03/31/2008
Value:	175,439
Contact:	JOSH BAZINET
Phone:	505-857-0050

Name:	JAYNES CORP
Contract:	UNM ARENA
Start:	05/31/2005
End:	01/17/2006
Value:	87,228
Contact:	MARK STRONG
Phone:	505-345-8591

The structure of this page was last updated 07/30/2009, as part of Small Business Source System 7.0.2.

SWORN DECLARATION

I, Greg A. Martinez, being first duly sworn on oath, make the following statement freely and voluntarily to Monica Jaramillo, who has identified herself to me as a Personnel Misconduct Investigator, United States Department of Agriculture, knowing this statement may be used in evidence. I understand that this statement may be shown to anyone with an official need to know.

I am Greg A. Martinez, Contract Specialist, GS-1102-12, at the Cibola National Forest Supervisor’s Office, in Albuquerque, NM. I have worked at the USDA Forest Service for approximately thirty-one (31) years. I have worked at the Cibola National Forest for nineteen years as a Contracting Officer. My supervisor is Helen Curlee. I do not supervise any employees.

I am familiar with the Forest Road Maintenance – Upper Section Project. This is a construction project over \$100,000.00 in which we have to award through the formal process. We selected to use an 8a sole source contractor ~~in order to award the contract~~. When you choose to use 8a contractors, you do not have to have a competitive bidding process. We selected a company called Groundhog Excavation. Our government estimate was around \$220,000.00. The contractor’s original bid was ~~\$360,000.00~~ <sup>360,000.00</sup>. After that bid came in, I talked to the ~~contract~~ <sup>contractors</sup> engineers, Henry Martinez, Kevin Broderick and Richard Graves. They revisited and reviewed the government estimate and ~~corrected it and went back to the contractor for an undated bid~~. I visited with the contractor and told them their bid was too high. I did not give them any indication of what our government estimate was or I did not tell them they were going to get the contract, I just recall telling them that their bid was very high. The government estimate was revised and it came out to ~~\$334,000~~ <sup>334,000.00</sup> and some change. We went back to the contractor and they ~~provided another proposal and it was still over our estimate~~. I cannot remember what our revised estimate was. It was at the end of the fiscal year and we were trying to get the project proposal in place. I did get the money obligated at the contractor’s ~~estimate~~ <sup>estimate</sup>. We had to modify our requisition in order to reach that amount, but the money was available. The engineers felt that it was a reasonable ~~modification~~ <sup>modification</sup> and it was put in place in approximately September 2010.

Henry Martinez came to me on an unrecalled date and he told me that one of the other engineers, Richard Graves, had given the contractor the government estimate. He stated he overheard a phone conversation between Richard and the contractor of Groundhog Excavating, the owner is Troy Otero. I asked Richard Graves if this happened. We talked about it and he provided me a written statement. It is dated 9/23/2010. Richard put a note on the ~~Government Estimate~~ <sup>Government Estimate</sup> as submitted by Troy Otero. Richard told Martinez he had provided the Government Estimate form that I have provided to Troy Otero without the unit or total prices, but with the updated items and quantities.

The final obligated funds for this project is \$342,940.00.

I was still unsure if in fact Rich had provided the contractor with the government estimate, based on what Henry had told me. So, because of the time of year, I obligated the funding and then decided I would have to do some further investigating to determine if something had taken place that was illegal. We have attempted to have a couple of meetings, but it has not been able to pan out. I wanted to set up a meeting with Forest Engineer Kevin Broderick, Richard Graves is the <sup>Project</sup> Engineer, and their boss Mary Dereske. One of the reasons why this came to my attention and why I question what happened besides Henry telling me what he had overheard, was when the contractors revised bid came in to me, it had across the top of the bid, 'government estimate'. This brought me to question what was going on. We would not start the contract until we have had a chance to discuss this and figure out exactly what happened.

I asked Troy Otero if he received the government estimate and he said he had not. This was a phone conversation I had with Troy. I did not ask him why it said government estimate on the form he submitted. I asked Richard Graves about the form and he said it was the blank copy that he had provided to Troy.

We had made adjustments to the quantities on the project and Richard sent him the form and they sent that form back. That is what Richard is saying happened.

The contract is <sup>function of</sup> obligated but not technically awarded to the contractor. Troy has not received any written documentation saying that he has been awarded the contract.

Rich and Troy do not have any personal relationship to my knowledge. We just started dealing with this contractor a little over a year ago.

I had plans to investigate this myself, but nothing has taken place as of this date.

If this would have been a competitive contract, I would not have obligated the funds. Because it is a sole source contract, the COR should never give a contractor the government estimate, but it is not technically illegal. The CO has the authority to provide a sole source contractor with a government estimate if necessary, but I have never delegated that authority to a COR. If he had, it is not illegal, it is not proper. It is not a fatal flaw to the process. Richard Graves was going to be the COR for this contract. Rich should know that he does not have that authority. I assume that Rich has had the normal training for a COR, but I have not discussed this with him.

We operate under the Federal Acquisition Regulations (FAR). I do not know where in the FAR it refers to this particular issue, but I will try to locate it.

I have provided copies of the original government estimate and the original proposal and the revised government estimate and the revised bid. I have also provided the document that obligated the funding. The revised bid from Groundhog Excavating Inc is also the same document I referred to earlier where Rich signed a statement about what he provided to Troy Otero.

Mr. Broderick is the supervisor of both Richard and Henry. I have had a discussion with Mr. Broderick about this issue. I do not know who was aware of this issue first. I know that Henry

had a discussion with Kevin, but I wasn't sure if it was before or after Henry discussed it with me. Basically I told Mr. Broderick that I was going to look into it further before I allowed the contract to be awarded. He did not say that he did not agree with me.

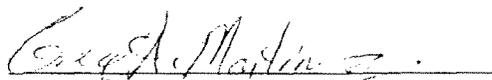
I have had a couple of conversations with Henry about this and he is very upset. I have tried to explain to him that it is something we do not want to happen, but it is not illegal. If it was out of line, I would cancel the obligation. I have had more than one conversation with Henry about this face to face, and he is very upset about it. There is conflict in the staff. Henry and Richard have a personality conflict, from what Henry has told me. I do not know if there have been any efforts to resolve this issue. I am not their supervisor and I do not sit back there, in the other side with the engineering staff.

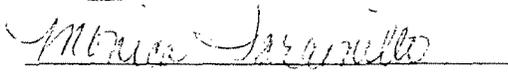
The contractor, Groundhog Excavation, has a few other contracts with us. I have not had anything occur which has made me think Troy Otero is unethical. He does quality work. His <sup>prices</sup> ~~processes~~ are a little high, but that is kind of standard for the 8a program. He has been very easy to work with and does a good job. I think the government gets their money's worth working with him. I think he would be open to being interviewed. I do not see any reason as to why he wouldn't. He is a pretty good guy.

The 8a contractors call me and call the engineers to ask if there is any potential work they can bid on. This is their marketing process. They all do it. It is not uncommon. It is normal to have communication with 8a contractors regarding potential projects.

I have decided to leave things where they are until final resolution of this issue.

I have read the above statement, consisting of 3 pages, each of which I have initialed, and it is true and complete. Any corrections I have made have my initials next to the correction. This statement was executed on May 2, 2011;

  
(Signature)

  
(Investigator's Signature)  
Investigator

Cibola National Forest – Supervisor's Office

SWORN DECLARATION

I, Richard Lee Graves, being first duly sworn on oath, make the following statement freely and voluntarily to Monica Jaramillo, who has identified herself to me as a Personnel Misconduct Investigator, United States Department of Agriculture, knowing this statement may be used in evidence. I understand that this statement may be shown to anyone with an official need to know.

I am Richard Graves, Transportation Engineer, GS-0810-11, at the Cibola National Forest Supervisor's Office, in Albuquerque, NM. I have worked at the USDA Forest Service since January 2003. I have worked at the Cibola National Forest for two years. My supervisor is Kevin Broderick. I directly supervise Chris Torres. Chris Torres supervises the road crew.

I am familiar with the Forest Road Maintenance – Upper Section Project. I helped put the contract together with Henry Martinez and Kevin Broderick for this project. They were the ones that primarily put the contract together and I helped a little bit. It was last year in the summer sometime; I cannot recall the exact date. I had very little involvement with putting the contract package together. I think Henry primarily put the contract together. Henry and Kevin made a few visits to put together a road log. I did not make any of the field visits. If I had any involvement it was very little. I might have a little input because I was the COR on the lower portion and I might have had some input on the road conditions. Groundhog Inc. was the contractor on the lower portion. I was the COR for the project and was going to be the COR for the next project involving the same area. That was the first time I had worked with Groundhog. That first project started in the spring of 2010. As the COR on the first project I had <sup>very</sup> *RLG* ~~limited~~ contact with the contractor. Usually when there is a problem, they will contact me. We are supposed to meet with the contractor more often, but we did not have time to spend meeting with the contractor unless there was an issue that needed to be resolved. We do not have the resources to spend time on site with them as we would have liked.

I was not aware there were allegations regarding an employee providing a contractor with government estimate information. I provided information to Groundhog Inc. regarding the government estimate in the fall of 2010. Groundhog is an 8a contractor and I had not dealt with 8a contractors before. We had received funding for the project and Troy Otero, the owner of Groundhog Inc., submitted a bid and it was quite a bit over. As I recall, this bid came in on a Thursday, and we had to award the contract on a Friday, so I basically told Troy the amount that I had to work with. I did not think it was a big deal. I was talking to Troy on the phone when I gave him the information. I probably did tell Troy what the government estimate was. I did not think that I had done anything illegal or wrong. I knew that no one else was bidding on the contract. We had the ability to go to one contractor. We were not cheating anyone out of anything. I did not think it was a big deal.

I do not recall the date, but not long afterwards, Greg came by my office and noticed that the government bid was real close to the government estimate and questioned why that was. Greg

**Comment [rlg1]:** As a general note, I believe this interview could have been structured and conducted in a more effective way. I did not realize that the investigator was attempting to capture every word I said and incorporate them all into this Sworn Declaration. Also, it is very difficult to maintain focus on providing a clear, concise answer to a question when the investigator asking the question is also the person documenting the conversation. As a result of the manner in which the interview was conducted, portions of this declaration are not as clear as they should be.

*RLG*

**Comment [rlg2]:** Generally, we are not able to spend as much time at the work site as we should because we lack the personnel to do so.

*RLG*

said he made the observation and was questioning it. At that time, it made me think that maybe I had done something wrong, but I do not recall him saying anything about doing anything wrong. I do not recall him asking me if I gave Troy the government estimate. He just pointed out that the bid was real close to the government estimate. He was just relaying the observation to me.

I was shown the proposal with my signed statement by the Investigator. I did write the statement, I am just not sure what the context was. If I remember right, the context that I wrote the statement was when we must have made a change to the contract. We submitted an original contract to AQM and we made some changes to the original statement and I believe this statement was documenting the changes we made. I do not recall him showing me this statement to discuss the bid price versus the contract price. It was not as a result of the conversation that I signed this statement. I do not remember writing this as a result of that. I was just stating that we had made the changes and the changes were provided to Troy.

When we made the changes in the solicitation I e-mailed the updated quantities to Troy. I gave Greg a copy and this is what I gave him. What I e-mailed to Troy Otero, it did not have the amounts on it. This statement that I signed was in a totally different context than a statement saying I did not provide the government estimate to Troy!

I gave Troy the government estimate over the telephone, after the written statement.

I do not recall anyone asking me about whether or not I gave Troy the government estimate. If someone would have come to ask me about this I would have told them. After Greg pointed out that Groundhog had bid very close to the government estimate, it made me think that maybe something was wrong about giving them the government estimate. I had not worked with 8a contractors intuitively. I did not think it was a big deal. I was not being unfair. In my mind it was not a big deal but when he pointed it out to me, I thought maybe I should not have done what I did.

The other contract that Groundhog Inc. was awarded is done. Troy Otero is the owner of the company and he has sent me a couple of emails asking me for the status. I do not think I have talked to Troy since the completion of the last project. I do not recall communicating with Troy via e-mail. I have either referred the e-mails to Greg or maybe he did not e-mail me at all. I cannot recall. I did not know the status of the project anyway, so there was nothing I could tell him.

I do not have a personal relationship with Otero. The first time I met him was when he began working on the first project on the Cibola.

I have had COR training. There is a 40 hour class that is required every two years. I have had the 40 hour class. I attended the course last spring and received my Certificate of Completion. I will provide a copy of my certificate with my statement. It is the same class I have taken periodically. They do not cover 8a contractors in that class. I did not know what an 8a contractor was before I came to the Cibola.

I do not recall Mr. Broderick discussing this issue with me at all.

**Comment [rlg3]:** These paragraphs are somewhat confusing and do not seem to reflect completely the conversation as I remember it.

The statement presented to me by the investigator, which I signed, was on a copy of the schedule of items form for the maintenance contract for the upper portion of Forest Road 245. The schedule of items was revised from the original as a result of changes made in the quantities of some of the items. I emailed the revised schedule of items, minus the government estimate prices, to Mr. Otero. Mr. Otero then emailed the same form back to me with his bid prices.

When I gave the form that I received from Mr. Otero to Greg, Greg asked me to add the signed statement to the form indicating that I did not include the government estimate prices on the form that I had sent to Mr. Otero.

*RLG*

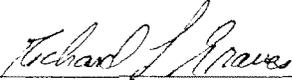
**Comment [rlg4]:** I do not recall for certain if the topic of 8A contractors was discussed during the training. If it was discussed, the discussion consisted only of a brief introduction to 8A contractors.

*RLG*

It boggles my mind that someone did not ask me about this and instead started an investigation. Nobody has told me that I made a mistake. If I did, they should just tell me. I realized something was questionable when Greg showed me the proposal with the government estimate. I gave the new quantities and changes to Troy on the government estimate sheet, but I did not provide the amounts to Troy on the government estimate sheet. When Troy turned in his bid, he used that same sheet I had sent him and it says government estimate on the top of the sheet.

I am a fairly intelligent guy, and if I thought I was doing something wrong, I would have made it that there was a much wider separation between the estimate and the bid. I did not think I had done anything wrong.

I have read the above statement, consisting of 3 pages, each of which I have initialed, and it is true and complete. Any corrections I have made have my initials next to the correction. This statement was executed on May 2, 2011;



(Signature)



(Investigator's Signature)

Investigator

**Comment [rig5]:** These are two distinctly separate events, and they appear here in reverse chronological order.

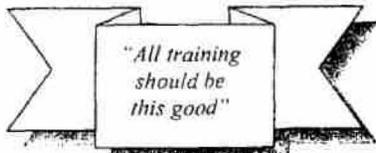
Following a change in the project quantities, I emailed Mr. Otero the updated quantities on the schedule of items form, minus the government estimate prices. He then emailed the same form back to me with his bid prices included. This is the form to which I added the signed statement.

Sometime after this event is when I shared with Mr. Otero, during a telephone conversation, the dollar amount with which we had to work in light of his bid exceeding the government estimate.

RLG

# Certificate of Training

*This certifies that*



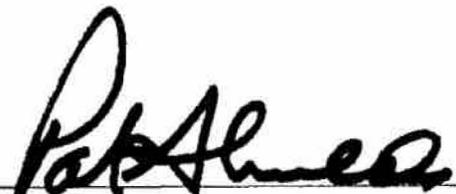
*Richard L. Graves*

*Has successfully completed*

***COR/COTR Certification (Construction)***

*This course has received a college credit recommendation of 2 semester hours from the American Council on Education*

*40 Credit Hours*  
*40 Continuous Learning Points*

  
*Pat Shuea*  
*President, NPI, Inc.*

*March 8 - 12, 2010*  
*Dates of Training*

*Presented by NPI, Inc. \*Post Office Box 1328, Edmonds, WA 98020 \* (425) 776-0414 \* FAX (425) 776-0467  
<http://www.npi-training.com>*

I e-mailed this Government Estimate form to Troy Otero (Groundhog Excavating) to provide him with updated items and quantities. The form, as sent to Mr. Otero, did not contain unit or total prices.

*Richard J. Graves*  
Richard L. Graves

**GOVERNMENT ESTIMATE**

9/23/10

**SECTION B – SERVICES AND PRICES  
(NFR 245 Road Maintenance - Upper Section)**

Mountainair Ranger District  
Cibola National Forest  
Torrance County, New Mexico

ITEM NO.	DESCRIPTION	METHOD OF MEASURE	PAY UNIT	EST. QTY.	UNIT PRICE	TOTAL PRICE
15101	Mobilization	LSQ	Lump Sum	1	5,000.00	5,000.00
30101	NMSH Type I-B Base Course, 4-inch thick, Compaction Method 3	DQ	Cubic Yard	4900	49.00	240,100.00
30102	Contractor Sampling and Testing	LSQ	Lump Sum	1	750.00	750.00
30301	Road Reconditioning, Compaction Method 3	DQ	Mile	3.8	22.05	8,379.00
20401	Construct Grade dips	AQ	Each	2	593.57	1,187.14
60201	24 inch pipe culvert, 0.079 inch thick, Compaction Method B (6 culverts at 25 LF)	DQ	LF	180	78.00	14,040.00
60202	30 inch pipe culvert, 0.079 inch thick, Compaction Method B	DQ	LF	30	89.67	2,690.10
60203	36 inch pipe culvert, 0.079 inch thick, Compaction Method B	DQ	LF	50	92.96	4,648.00
60701	Clean CCC catch basin and culvert in place	AQ	Each	39	950.00	37,050.00
72530	Barrier Rock	AQ	Each	8	234.00	1,872.00
	SUB-TOTAL					315,716.24
	NMGRT (6.5%)					20,521.56
	BOND					6,100.00
	GRAND TOTAL					342,337.80

*Troy Otero*

9/22/10

FEIN: 68-0581840

961331808

owns

Cibola National Forest – Supervisor's Office

SWORN DECLARATION

I, Kevin Phillip Broderick, being first duly sworn on oath, make the following statement freely and voluntarily to Monica Jaramillo, who has identified herself to me as a Personnel Misconduct Investigator, United States Department of Agriculture, knowing this statement may be used in evidence. I understand that this statement may be shown to anyone with an official need to know.

I am Kevin Broderick, Forest Engineer, GS-12, at the Cibola National Forest Supervisor's Office, in Albuquerque, NM. I have worked at the USDA Forest Service for two years at the Cibola National Forest. My supervisor is Mary Dereske. I directly supervise five employees. They are Rich Graves, Eddie Holguin, Henry Martinez, Jim Swetnam, and Venus Jensen.

Deleted: Deresky

I am familiar with the project, Forest Road 245 Road Maintenance-Upper Section Project on the Cibola National Forest. This is a road up to a peak with some picnic grounds. The road has been damaged over the years. I am aware that we have applied for CMLG money to repair the road. We received the go ahead from the RO that we received the funding and we started putting together a contract package for the work on the road to be completed. Rich Graves is the COR on this project and Greg Martinez is the CO on the project. We were trying to get the project put out for bid by the end of the 2010 fiscal year and get a contract in place.

Henry Martinez was actually doing a lot of the contract preparation and I was working with him to get the estimates, specifications, etc. We got that put together in approximately the August time frame. We talked about the best way we could get the project out by the end of the fiscal year. It was Greg, Henry, Rich and me, who all discussed the best way. We all agreed that we would use a set aside contractor, since the project was for less than \$1,000,000.00. We already had one working in that same area who was an 8a contractor, and we decided to ask them to bid on the contract since it made sense. The 8a contractor working in that area is Groundhog Inc. Nobody in particular made the suggestion, we all discussed this option and agreed.

I think that Rich was talking to Groundhog directly and he was already working with Groundhog as the COR on the other project. On an unrecalled date, Rich and I went out to the field to review progress on the project Groundhog was already working on, and we met with the owner of Groundhog. We all drove up to the section of road that was in the new project and the contractor had some comments about what needed to be done. We didn't have the contract with us, but we talked to the contractor about the project. He provided us with some generic estimates and suggestions and we incorporated some of his suggestions in the contract and we modified the design to make sure the road and project was done correctly. That was actually before we had a contract to hand to the contractor. This is correct as to what I said, but as I read this I realize that we had asked for a quote from the contractor and that it was high and we were meeting to discuss the elements that he say that making the price high. This was done after talking to Greg. We gave a scope and scale of what the project was going to include. We made the

Deleted:



modifications to the original contract. Rich and Greg worked on it together prior to approaching the contractor.

Groundhog had not provided an estimate before these modifications were made. (see note above about our meeting with the contractor after they had provided a quote -- meeting to review items on the road log to determine where he was seeing the extra cost). It is not uncommon to ask a contractor if they were going to do a project how you would do it. It is called scoping it out. We did not make a promise of anything. We just asked, "Hey what do you think about this?"

I think Rich is the person who approached Groundhog about the project and providing us with a bid. (I did say this, but reading it, it sounds wrong - Rich did work with the contractor, but it was only after we had all the contract documents processed through AQM and got their approval to discuss with the contractor. Rich may have provided the documents to the contractor, but only after Greg had approved the contract package and talking to the contractor). We gave him the contact package with the bid sheets and asked him to provide us with a proposal. My recollection is that they did provide a proposal and it was getting toward the end of the fiscal year, and the proposal was over our budget so there was some back and forth, negotiating to see how we could agree to a proposal that would fit our budget. I think Rich did the negotiating primarily. It is normal for the COR to negotiate and deal with the contractor in concert with the CO. I think Rich was in concert with the CO during this process. I think I was talking with Rich and he told me Groundhog came back too high and Rich had to ask them to sharpen their pencil. This is normal for an 8a contractor. I would never do this on a bid process when you have contractors competing for the contract. But when it is a set aside contractor and there is no competition amongst contractors, it is in the procurement, that with best value, and with working with CO, you can discuss value engineering with the selected contractor.

When using 8a contractors, you are required to go to a give them the opportunity to give a proposal or quote and then you can proceed without getting other contractors involved. Or, if the bid is substantially lower or higher than the government estimate, you can ask for clarification from the contractor. If they are substantially higher, you can ask them to sharpen their pencil to come down. The COR has this authority, as long as he/she touches base with the CO. We are always going to back to the CO with the amounts of the proposal. The CO would bless the actual proposal, but the COR would deal directly with the contractor.

There was some back and forth between the contractor and us, and I cannot remember the exact numbers off the top of my head of the original government estimate and their original proposal. When they came back with their last offer, it was right below what our budget was. I think Greg asked if anyone had told Groundhog what our budget was. I do not know if Greg asked me directly but I did at one point recall having a conversation with Greg about him being concerned that someone gave Groundhog the amount of our budget. He asked if we gave them what our top dollar was. I told Greg, "No, we didn't." I do not recall what the exact conversation was.

Greg had some concerns at that point, because it tainted the process. (Something is not quite right here, my recollection of I said was that originally when Greg asked if we provided the contractor with our budget amount that I said no and then when either I or Greg asked Rich if he provided any budget information that he said that he did tell them something. I don't recall exactly what he said he told the contractor either the budget amount or how much he was over



the budget. I had said that I didn't recall if the conversation with Rich was in a meeting or if I asked him independently. This would reflect in the sentence above where I made a comment that Greg was concerned that the process might be tainted and he (Greg) wanted to have a meeting to discuss. We had not awarded the contract yet. Greg wanted to have a sit down meeting with all involved to discuss this issue. We had a meeting set up for approximately a month ago, and then that meeting got cancelled. We have not had a chance to set it back up again.

Rich (I think it was Greg that said this, not Rich) indicated to me that we are not supposed to give contractors any information regarding our budget, and said that is not the process. At that point, we were not far apart in numbers between the government estimate and Groundhog's proposal. I think it was a couple of thousand dollars off. Greg has made it clear to me, even though it is sole source contract, you are not allowed to discuss price with them and if you do, it has to be in company approved generic terms, meaning, the Forest Service terms.

It is my recollection that Greg told me we are not supposed to give our government estimate out to anyone. This is different from where I came from where the company cost estimate was provided to all bidders. Greg must have had this conversation with me in October. I recall it was not long after we had gotten the bid in from Groundhog. We were under the amount we needed to be, but Greg had some concerns about how that happened. I did not have a formal meeting with Rich. That is part of the reason we wanted to meet and discuss this issue with everyone because we needed it to be clear that everything was done correctly before we spent any money. Since it was an 8a contract and it was not a bidding contract, we were not setting aside money. (I don't recall what was said here, but the previous sentence doesn't make sense - I think I was trying to say that we had the money encumbered with an 8a contractor so we didn't need to award it until after the issues of any potential irregularities were worked out. We were trying to get the bidding before the deadline of the end of the fiscal year, is my recollection.

The contract has not been awarded. We have not awarded the contract because we have not had the discussion about how the process was handled. We have talked about it several times and are trying to get together to award the contract.

I think that someone brought this to management's attention because there are some employees in the group who feel things are not equal amongst the staff. I feel that someone in the group is feeling like, 'why can he tell a contractor what the budget is, but I cannot?' There are some animosities in my shop between different people about who is allowed to do what. I do not know if the complaint came from within my shop, but I do not doubt that it did. If I had to guess why someone made the complaint, I would say it is from frustration of dealing with the system and we are at the end of the fiscal year and we are trying to finish a project. It is difficult when dealing with 8a contractors, since we are not allowed to talk to more than one at the same time. It is the process and some people can get frustrated. We were trying to use an 8a contractor and we negotiated in good faith and we got down to between a few thousand dollars for the contract and it was time sensitive. Should Rich have negotiated and gave out information to the contractor? (I don't recall saying that Rich should not have negotiated with the contractor, but sure that should be provided budget information - so, it was OK that Rich was negotiating with the contractor with the blessing of the CO, but not OK that he potentially



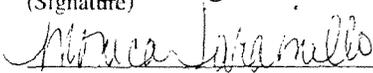
provided budget information. No. Is it wrong? Yes. We are all relatively new to this whole process. Is it wrong that it was done this way? Yes, but is it substantially wrong such that we do not award the contract after all the work that has been put into the project preparation was going to depend on the meeting that were going to have but kept getting canceled.

Rich is properly trained as a COR. He has completed his full 40 hour COR class and oral exam. The training and the class get you so far, but it is the nuances of learning the job and figuring it out that causes some learning experiences. Rich came on board two weeks after I came to this forest and I think his experience in day to day contract management was limited. I am learning and Rich is also learning.

I am trying to resolve the issues of animosities in the staff. When I came to this job, there had been no Forest Engineers in the position for longer than one year. Then there was an open position and one of the facilities engineers was selected for the job over an engineer. This created a little friction between the staff. I understand what the thought was in the selection, but it still created some hurt feelings. When I came to the Forest it was announced that someone needed to be assigned to the travel management project and Rich was assigned. This project was intense and needed to be done immediately. Rich spent a lot of time going to meetings on this project and since Rich's job in the office is road management and he spent most of his time with travel management, his road management work was assigned to others on the staff, which also created some frustration and animosities. Venus, the engineer who was passed over for the new open position, took medical leave for six months. She cited she wanted a break from work and she is supposed to come back at the end of July and she is going to clarify what she wants to do about her position. I am trying to get the facilities person that did get the position up to speed. He does not have a lot of experience in this particular position. Normally, employees come up through the ranks and gain experience along the way. We do not have any of that here. People are promoted from different areas and then have to learn the position. I am trying to learn the FS process at the same time. I worked for the City prior, and there are different policies and processes. When working at the City, we used to put the budget for projects in the paper. The Forest Service process is new to me: it is a paradigm shift for me. But I do know we have to follow the way of the Forest Service.

I have read the above statement, consisting of 4 pages, each of which I have initialed, and it is true and complete. Any corrections I have made have my initials next to the correction. This statement was executed on May 2, 2011:

  
\_\_\_\_\_  
(Signature)

  
\_\_\_\_\_  
(Investigator's Signature)  
Investigator

Kevin P  
Broderick/R3/USDAFS  
05/06/2011 12:58 PM

To Monica Jaramillo/HCM/USDAFS  
cc  
bcc  
Subject Re: Statement

I read the transcript of the statement and there were a couple of areas that seemed to be incorrect, I recall saying something different. There were some areas where I recall providing some additional information, but that is not reflected in the transcript. I made some notes as to what I thought I had said in the Word document. There was one area where I had said that we met with the contractor before he had the contract package, but after thinking about it and reading my statement, I think that they had actually provided cost proposal and we (Rich and I) met in the field with the Road Log to review with the contractor. I'm not sure how you wanted to handle that portion of my statement - keep the original text, modify the text, or somehow make a note about the clarification - in any event I added some notes to the Word document. It would also help if the transcript included the questions asked as some of the answers seem strange when taken out context of the overall conversation.

I am out of town next week. Attached is the Word document with my notes. I will print it out and send you a signed copy in the mail. If I need to review further, I will do so when I return on Monday, May 16th.



Statement\_re\_FR245.doc

Kevin Broderick, PE  
Engineering Program Manager  
Cibola National Forest  
505-346-3848  
Monica Jaramillo/HCM/USDAFS

A handwritten signature in black ink, appearing to be 'M. Jaramillo', written over a rectangular box.

Monica  
Jaramillo/HCM/USDAFS  
05/05/2011 09:35 AM

To Kevin P Broderick/R3/USDAFS@FSNOTES  
cc  
Subject Statement

Hello Mr. Broderick:

I apologize for not getting this statement to you sooner. I would like for you to review the statement, make any necessary corrections, initial each correction and sign the last page. You may contact me when you have completed your review and I will go by and pick up the statement from the office. I recall you saying you were going to be out of the office next week, so I would like to have the statement back by COB Friday, May 6, 2011. If this is going to be an issue, please contact me as soon as possible. My cell number is 414-5073. If you have any questions, please contact me. Thank you.

[attachment "broderick.doc" deleted by Kevin P Broderick/R3/USDAFS]

Monica Jaramillo  
ER Specialist  
ASC-HRM - Annex  
505-343-5595  
3900 Masthead St NE  
Albuquerque, NM 87109  
Fax: 866-377-4740  
[mjaramillo@fs.fed.us](mailto:mjaramillo@fs.fed.us)

SWORN DECLARATION

I, Henry Martinez, being first duly sworn on oath, make the following statement freely and voluntarily to Monica Jaramillo, who has identified herself to me as a Personnel Misconduct Investigator, United States Department of Agriculture, knowing this statement may be used in evidence. I understand that this statement may be shown to anyone with an official need to know.

I am Henry Martinez, Civil Engineer, GS-0810-09, at the Cibola National Forest Supervisor’s Office, in Albuquerque, NM. I have worked at the USDA Forest Service since 2005. I started on the Olympic National Forest as a student and then I was away for a year. I began again in May 2006 at the Cibola National Forest on a part time basis and have been full time since May 2008. My supervisor is Kevin Broderick. I do not supervise any employees.

I am aware of the Forest Road Maintenance – Upper Section Project. Kevin Broderick is my supervisor and assigned this project to me to put the construction package together. This includes the specs drawings and the field work to come up with a government estimate and all that. I would say it was October 2009 that I was assigned the project. They were trying to get some funding for this project. Kevin requested that I give a rough estimate without doing any fieldwork to request funding. I provided him with the first \$253,094.00 estimate. That was completed on 10/15/09.

In May of 2010, I am not sure of the date, I made a site visit to the actual road to get an estimate and create a road log that identifies all the items needed to complete and fix the road. On June 24, 2010, I completed another preliminary estimate to include what I found out in the field, which is now \$205,195.00. This estimate was based off of previous contracts we had that had included similar work and similar projects. I just wanted to give Kevin and Rich an idea of what projects like this had cost the government in the past. Rich was involved in reviewing a lot of the costs I put together for the project. Kevin is the Engineering Program Manager and supervises the entire process. Rich is the Road Engineer, he basically manages the entire <sup>roads in the</sup> road on the Cibola. Whatever work that I do on roads, Rich oversees. *RM*

On July 8, 2010, I came up with a more official government estimate of \$204,716.00.

When I came up with a more official government estimate and all my work for this project was completed, I put in the requisition for the money. I told Kevin the price and Kevin told me to put in a little cushion for things that might come up, which is a normal request, so I put in the requisition for \$260,000.00.

From there Kevin reviews the work and signs off on it and sends it over to Budget and Finance and <sup>DM</sup> ~~Dina~~ Gutowski basically goes in there and goes to our project job code and verifies that the money is there and then it goes to AQM and Greg was assigned as the CO. Greg decides how he is going to solicit the bid. Greg and Kevin and Rich talked amongst each other and decided to go with an 8a contractor. The reason they did that is because it was the end of the fiscal year 2010 and from what I understand, we had \$354,000.00 set aside for this project, and because it is the end of the year, Greg says we are not going to have enough time to fly as a competitive bid and decided to go 8a. Also, Groundhog Inc. they were already doing road work on the same road, which is similar work to this project. The length of the road is 6.5 miles. Groundhog was already doing road maintenance work on this road under a different contract mile post 0 to 2.7 on forest road 245. We didn't have enough money to do the entire road that is why we asked for more money for this contract.

That is why I think they decided to go with Groundhog. Greg requested a proposal from Groundhog for this project. Groundhog's first price proposal came in at \$350,123.20. That is based on the information I have in my file in engineering, which I have provided. Greg would have the actual proposal. I cannot tell you the date that the original proposal was obtained by Greg. Based on my first official government estimate of \$204,716.00 that was sent to AQM and the proposal sent by Groundhog of \$350,123.00, they were \$146,000.00 over the government estimate.

Based off of that, obviously, Greg told me, Rich and Kevin how much Groundhog came back at. Greg asked Kevin and Rich what they wanted to do. This was a conversation that occurred around Kevin and Rich's office. I heard the conversation. Greg was asking how we are going to move forward with this project.

I contributed the most to putting this project together. I would say I completed 90% of the work for the government estimate. I feel I am the most knowledgeable about this project. Rich only reviewed what I put together and Rich and Kevin made changes to my work. It is more of their decision as to what changes should be made and they tell me 'these are the changes' so I think it should be this way and I make the changes. Rich looked over my government estimate and made changes and told me to show all my prices, which I did.

The project is in limbo now, and Kevin and Rich are not sure what we are going to do and the end of the year is approaching and we need to obligate the money. I believe that Rich actually makes a site visit and verifies the work items that I identified and it is probably the first time he goes out there to look at the project. I do not recall the date he went there. He might have gone with someone else, but I cannot recall who it was.

When Rich returned from his site visit, he comes back and tells me and Kevin, not at the same time, that we need to add to the quantities for item #30101 on the schedule of items, he said we need more quantities which is basically base course to the road in a certain area because of rock outcropping on the road. And he wanted to up the quantities by 353 cubic yards. The original was 3567 and he wanted to up it to 3920. Another thing he changed was he removed item #25101 which is rip rap and the quantity was 25 so minus 25 now. Rich was the one who did the site visit and wanted to check if the quantity was right. I think their thought is, less work to get a better price by going to the site and see what actually has to be done. It could have been Kevin or Rich. I am not sure who made the changes. It was either Kevin or Rich to remove or add the items to make a new schedule of items. I will provide copies of the original and the revised schedule of items. Item #20401 was reduced by the quantity of 12. It was 24 and now it is 12. Either Rich or Kevin revised my work after we got a price proposal from Groundhog. They were trying to adjust the work items to get a closer price estimate to what Groundhog was proposing. For item #60701, I added five more. I had originally counted 34 and there were 5 that I had missed, so that changed to 39 due to a miscount. There is an item for cleaning a culvert and ccc catch basin. The ccc catch basin is an archeological feature and they are supposed to be cleaned out by hand. They cannot use heavy equipment to clean those. So, Item #72530 is an item related to the rock barrier. This quantity changed from 5 to 8. I believe I added it to the new schedule because they are provided to prevent people driving to non access areas.

So after that I come up with a new government estimate with the new schedule of items which is now \$214,689.00. I am not sure if this is the second or third estimate. These changes came about from Rich's site visit.

I showed Rich and Kevin the new price. In the meantime, Rich was still doing some more evaluating from his site visit and about how much more he could add and the quantities changed again. After I gave Rich the new cost estimate, Rich starts evaluating the project more and determines that the quantities for item number #30101 need to be increased again from 3920 increased to 4900 cubic yards, and then item number #60201 he changed from 150 to 180 linear feet which is basically a new 24 inch culvert. Item #60203 he determined he needed to increase from 30 linear feet to 50 linear feet. This was all based on his site visit from what he saw. He did a calculation (a copy is provided) from the document and his reasoning for increasing the base course is he needed to add 15% for curb widening and turnouts and also calculated 30% volume increase for what is loose in the truck. That is how it got bumped up from the 3920 to the 4900. This is all documented in the copies I provided with my stated and this particular document is referenced as document #16.

Before Rich made these changes to my cost estimate, I had documented what I had done for the project and documented what Rich and I talked about and documented the changes being made and my perceptions of what is going on.

The document is being provided. It is a memorandum dated 09/22/2011 and is documentation to the file for this project. I have also provided my second documentation for the file on this project, which is dated 09/23/2011.

While Rich is making all these changes, I am thinking that Rich is negotiating with Groundhog. I had a conversation with Rich about this and his changes, which is documented in my memo of 09/23/2011.

I had prepared a road log for all the work items that need to be done to bring the road back to current standards. When we make changes to the schedule of items we have to make changes to the road log. Rich asked me if I had made the changes to the road log. I then asked Rich if we are going to move forward. He said we were. His comment to me was, "We don't have time to mess around so I did the contract and we are going to do it for \$342,000.00." I told him that we could not do that. Rich said that we did. Venus Johnson stated that we can do that if it is a negotiated contract. I just let Rich know that I had changed the estimate and was still working on the road log. He went back to his office. Later that afternoon, I felt I had to go to Kevin. I told Kevin that I did not think that it was appropriate how Rich was handling this project. Kevin said not to worry about it and that things will get better in engineering. I questioned the changes and the costs and the communication between Rich and Troy, the President/Owner of Groundhog. Kevin told me that he was not sure that that is what Rich did. Rich told me twice, in two separate conversations, that he had told Troy what the how much we had government estimate was. This is all documented in my provided memo. Rich told me to adjust the quantities again and the new estimate was revised again to \$263,883.00.

how much we have

AM

I did the contract

on the budget for this project

AM how much we had

Apparently within the 22 and 23<sup>rd</sup>, Rich was on the phone negotiating with Groundhog. Rich had told me he had talked to the contractor. I know that Rich got an e-mail and put it in the contract folder. A rebid comes in; there are two of them, one for \$360,106.89, and the one below \$342,337.80. These are attachments in the e-mail. All the quantities are the same as the estimate, but Groundhog changed the prices. Rich got this e-mail and it was placed in the project folder. I have timestamps of when all the documents have been revised.

Kevin Broderick obviously must have communicated with Rich about this. Kevin told me that I need to do a new requisition for \$342,940.00. This amount is about \$500.00 more than Groundhog's estimate. Obviously I start questioning why the contractor's new proposal came to \$342,000 and was so close to what we have in the budget.

The last government estimate I created was for \$263,883.00. The new one that they came up with was still \$80,000 over my government estimate.

I am assuming that Rich told Greg that the contractor came in at \$342,940.00 and my estimate was \$260,000.00. Greg probably asked Rich how we could

263,883 AM

justify the changes. Greg asked Rich to write up a justification to award this project. Rich provides Greg with a justification for accepting a bid in excess of the government estimate. This is also documented and can be referenced in the file I have provided with my statement as document number 23.

The justification Rich provided to Greg was found in the project folder. That is how come I know about it. Rich made reference to using a different supplier for some of the material and the different supplier being in a different location and stated that the material is cheaper at the different supplier. I have added my reasoning for using the original supplier to the justification. My reasoning and comments and notes are written on the document. I found it ironic how my <sup>higher quality</sup> ~~contract~~ <sup>government</sup> estimate went up on <sup>the base curve</sup> that item, and the contractor's estimate went down <sup>AM</sup> for a supplier from Moriarity, NM compared to a Mountainview, NM supplier that is about 20 miles closer to the project site. The other item Rich tried to justify is cleaning the culverts and catch basins. I had provided my estimate based roughly on similar work other contractors charged, which is usually around \$200.00 per culvert. There are 39 culverts and catch basins. Groundhog was charging \$1011.00 per culvert. Rich tried to justify that these were not thoroughly inspected, so that there was much more work to be done than what I had estimated for. I feel he was saying in his justification that I did not inspect them thoroughly, which I did.

Rich provides this justification to Greg Martinez. From there, Greg has to evaluate Rich's justification and determine whether or not to award the contract.

After Rich made his justification he had me make a final government estimate. The new government estimate is now \$323,053.10. It is roughly a \$20,000 difference in what the contractor, Groundhog, proposed. Greg has all this information and it is in Greg's court now. Rich has been communicating with Groundhog, ~~Greg and Kevin~~ throughout this process. <sup>AM</sup> After negotiating with Groundhog and obtaining a new price proposal without Greg's approval, Rich <sup>then</sup> notifies I met with Greg on the 23<sup>rd</sup> of September. Greg about receiving a new proposal.

I met with Kevin on the 22<sup>nd</sup> of September.

My boss, Kevin is aware of how I feel and about this whole process. I made Greg aware as well, and told them how I felt about it. It is all in Greg's hands now. I am not sure if the contract has been awarded or not.

Whenever Rich was communicating with the contractor, I remember Greg making a comment to me saying that Rich had brought in the new price proposal from Groundhog and brought it to Greg. At the top of Groundhog's price proposal it said 'government estimate' and it was the same document I prepared. I don't know if Rich blanked out the costs that were on the one I prepared and gave it to Groundhog. It is an electronic, word document. It came back from Groundhog on the same form. Greg asked Rich about this and Rich said something about forgetting to take off the government estimate wording. Greg

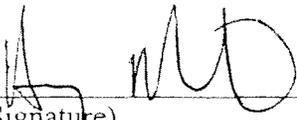
told me about this issue. I did not hear the conversation between Greg and Rich. It was a one on one conversation Greg had with Rich.

Most of this occurred on the 22<sup>nd</sup> or 23<sup>rd</sup> of September 2010. It was almost the end of the fiscal year and the money had ~~been~~<sup>to be</sup> obligated. My perception is that this how things are handled and how they approach things at the end of the fiscal year.

I did not hear anything about the project for weeks and months and I was just waiting to see what happened. Greg approached me in mid October and he asked me if I wanted to have a meeting with Rich, Kevin, himself, and Mary Dereske, the Staff Officer, to discuss what went on with this project to decide if he should award the project. I told him that I did want to meet. He never scheduled a meeting that I know of. I don't know what happened, but I am not aware of a meeting ever being scheduled. Approximately a month ago, at the beginning of April 2011, Greg approached me about this meeting again that he was going to set up months ago. I told him to let me know when I was going to happen and if he wanted to talk about it, that I was willing to talk about it. I did tell him that I am uncomfortable talking about it with Rich. He asked me if I would talk about it with him and Mary and I said I would. Then nothing else happened and then this happened.

I have provided documents pertaining to this project. I have provided the file documents as well as notes I have made to the file.

I have read the above statement, consisting of 6 pages, each of which I have initialed, and it is true and complete. Any corrections I have made have my initials next to the correction. This statement was executed on May 2, 2011;

  
\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Investigator's Signature)  
Investigator

---

**Subpart 36.2—Special Aspects of Contracting for Construction****36.201 Evaluation of contractor performance.**

See 42.1502(e) for the requirements for preparing past performance evaluations for construction contracts.

**36.202 Specifications.**

- (a) Construction specifications shall conform to the requirements in Part 11 of this regulation.
- (b) Whenever possible, contracting officers shall ensure that references in specifications are to widely recognized standards or specifications promulgated by governments, industries, or technical societies.
- (c) When "brand name or equal" descriptions are necessary, specifications must clearly identify and describe the particular physical, functional, or other characteristics of the brand-name items which are considered essential to satisfying the requirement.

**36.203 Government estimate of construction costs.**

- (a) An independent Government estimate of construction costs shall be prepared and furnished to the contracting officer at the earliest practicable time for each proposed contract and for each contract modification anticipated to exceed the simplified acquisition threshold. The contracting officer may require an estimate when the cost of required work is not anticipated to exceed the simplified acquisition threshold. The estimate shall be prepared in as much detail as though the Government were competing for award.
- (b) When two-step sealed bidding is used, the independent Government estimate shall be prepared when the contract requirements are definitized.
- (c) Access to information concerning the Government estimate shall be limited to Government personnel whose official duties require knowledge of the estimate. An exception to this rule may be made during contract negotiations to allow the contracting officer to identify a specialized task and disclose the associated cost breakdown figures in the Government estimate, but only to the extent deemed necessary to arrive at a fair and reasonable price. The overall amount of the Government's estimate shall not be disclosed except as permitted by agency regulations.

**36.204 Disclosure of the magnitude of construction projects.**

Advance notices and solicitations shall state the magnitude of the requirement in terms of physical characteristics and estimated price range. In no event shall the statement of magnitude disclose the Government's estimate. Therefore, the estimated price should be described in terms of one of the following price ranges:

- (a) Less than \$25,000.
- (b) Between \$25,000 and \$100,000.
- (c) Between \$100,000 and \$250,000.
- (d) Between \$250,000 and \$500,000.
- (e) Between \$500,000 and \$1,000,000.
- (f) Between \$1,000,000 and \$5,000,000.
- (g) Between \$5,000,000 and \$10,000,000.
- (h) More than \$10,000,000.

**36.205 Statutory cost limitations.**

- (a) Contracts for construction shall not be awarded at a cost to the Government—
  - (1) in excess of statutory cost limitations, unless applicable limitations can be and are waived in writing for the particular contract; or
  - (2) Which, with allowances for Government-imposed contingencies and overhead, exceeds the statutory authorization.
- (b) Solicitations containing one or more items subject to statutory cost limitations shall state—
  - (1) The applicable cost limitation for each affected item in a separate schedule;
  - (2) That an offer which does not contain separately-priced schedules will not be considered; and
  - (3) That the price on each schedule shall include an approximate apportionment of all estimated direct costs, allocable indirect costs, and profit.
- (c) The Government shall reject an offer if its prices exceed applicable statutory limitations, unless laws or agency procedures provide pertinent exemptions. However, if it is in the Government's interest, the contracting officer may include a provision in the solicitation which permits the award of separate contracts for individual items whose prices are within or subject to applicable statutory limitations.
- (d) The Government shall also reject an offer if its prices are within statutory limitations only because it is materially unbalanced. An offer is unbalanced if its prices are significantly less than cost for some work, and overstated for other work.

**36.206 Liquidated damages.**

The contracting officer must evaluate the need for liquidated damages in a construction contract in accordance with 11.502 and agency regulations.

**36.207 Pricing fixed-price construction contracts.**

- (a) Generally, firm-fixed-price contracts shall be used to acquire construction. They may be priced—
  - (1) On a lump-sum basis (when a lump sum is paid for the total work or defined parts of the work),
  - (2) On a unit-price basis (when a unit price is paid for a specified quantity of work units), or
  - (3) Using a combination of the two methods.
- (b) Lump-sum pricing shall be used in preference to unit pricing except when—
  - (1) Large quantities of work such as grading, paving, building outside utilities, or site preparation are involved;
  - (2) Quantities of work, such as excavation, cannot be estimated with sufficient confidence to permit a lump-sum offer without a substantial contingency;
  - (3) Estimated quantities of work required may change significantly during construction; or
  - (4) Offerors would have to expend unusual effort to develop adequate estimates.
- (c) Fixed-price contracts with economic price adjustment may be used if such a provision is customary in contracts for the type of work being acquired, or when omission of an adjustment provision would preclude a significant number of firms from submitting offers or would result in offerors including unwarranted contingencies in proposed prices.

### 36.208 Concurrent performance of firm-fixed-price and other types of construction contracts.

In view of potential labor and administrative problems, cost-plus-fixed-fee, price-incentive, or other types of contracts with cost variation or cost adjustment features shall not be permitted concurrently, at the same work site, with firm-fixed-price, lump sum, or unit price contracts except with the prior approval of the head of the contracting activity.

### 36.209 Construction contracts with architect-engineer firms.

No contract for the construction of a project shall be awarded to the firm that designed the project or its subsidiaries or affiliates, except with the approval of the head of the agency or authorized representative.

### 36.210 Inspection of site and examination of data.

The contracting officer should make appropriate arrangements for prospective offerors to inspect the work site and to have the opportunity to examine data available to the Government which may provide information concerning the performance of the work, such as boring samples, original boring logs, and records and plans of previous construction. The data should be assembled in one place and made available for examination. The solicitation should notify offerors of the time and place for the site inspection and data examination. If it is not feasible for offerors to inspect the site or examine the data on their own, the solicitation should also designate an individual who will show the site or data to the offerors. Significant site information and the data should be made available to all offerors in the same manner, including information regarding any utilities to be furnished during construction. A record should be kept of the identity and affiliation of all offerors' representatives who inspect the site or examine the data.

### 36.211 Distribution of advance notices and solicitations.

Advance notices and solicitations should be distributed to reach as many prospective offerors as practicable. Contracting officers may send notices and solicitations to organizations that maintain, without charge to the public, display rooms for the benefit of prospective offerors, subcontractors, and material suppliers. If requested by such organizations, this may be done for all or a stated class of construction projects on an annual or semiannual basis. Contracting officers may determine the geographical extent of distribution of advance notices and solicitations on a case-by-case basis.

### 36.212 Preconstruction orientation.

- (a) The contracting officer will inform the successful offeror of significant matters of interest, including—
  - (1) Statutory matters such as labor standards (Subpart 22.4), and subcontracting plan requirements (Subpart 19.7); and
  - (2) Other matters of significant interest, including who has authority to decide matters such as contractual, administrative (e.g., security, safety, and fire and environmental protection), and construction responsibilities.
- (b) As appropriate, the contracting officer may issue an explanatory letter or conduct a preconstruction conference.
- (c) If a preconstruction conference is to be held, the contracting officer shall—
  - (1) Conduct the conference prior to the start of construction at the work site;
  - (2) Notify the successful offeror of the date, time, and location of the conference (see 36.522); and
  - (3) Inform the successful offeror of the proposed agenda and any need for attendance by subcontractors.

### 36.213 Special procedures for sealed bidding in construction contracting.

#### 36.213-1 General.

Contracting officers shall follow the procedures for sealed bidding in Part 14, as modified and supplemented by the requirements in this subpart.

#### 36.213-2 Presolicitation notices.

- (a) Unless the requirement is waived by the head of the contracting activity or a designee, the contracting officer shall issue presolicitation notices on any construction requirement when the proposed contract is expected to exceed the simplified acquisition threshold. Presolicitation notices may also be used when the proposed contract is not expected to exceed the simplified acquisition threshold. These notices shall be issued sufficiently in advance of the invitation for bids to stimulate the interest of the greatest number of prospective bidders.
- (b) Presolicitation notices must—
  - (1) Describe the proposed work in sufficient detail to disclose the nature and volume of work (in terms of physical characteristics and estimated price range) (see 36.204);
  - (2) State the location of the work;
  - (3) Include tentative dates for issuing invitations, opening bids, and completing contract performance;
  - (4) State where plans will be available for inspection without charge;
  - (5) Specify a date by which requests for the invitation for bids should be submitted;
  - (6) State whether award is restricted to small businesses;
  - (7) Specify any amount to be charged for solicitation documents; and
  - (8) Be publicized through the Governmentwide point of entry in accordance with 5.204.

#### 36.213-3 Invitations for bids.

- (a) Invitations for bids for construction shall allow sufficient time for bid preparation (i.e., the period of time between the date invitations are distributed and the date set for opening of bids) (but see 5.203 and 14.202-1) to allow bidders an adequate opportunity to prepare and submit their bids, giving due regard to the construction season and the time necessary for bidders to inspect the site, obtain subcontract bids, examine data concerning the work, and prepare estimates based on plans and specifications.
- (b) Invitations for bids shall be prepared in accordance with Subpart 14.2 and this section using the forms prescribed in Part 53.
- (c) Contracting officers should assure that each invitation for bids includes the following information, when applicable:
  - (1) The Performance of Work by the Contractor clause (see 36.501 and 52.236-1).
  - (2) The magnitude of the proposed construction project (see 36.204).
  - (3) The period of performance (see Subpart 11.4).
  - (4) Arrangements made for bidders to inspect the site and examine the data concerning performance of the work (see 36.210).
  - (5) Information concerning any facilities, such as utilities, office space, and warehouse space, to be furnished during construction.
  - (6) Information concerning the prebid conference (see 14.207).
  - (7) Any special qualifications or experience requirements that will be considered in determining the responsibility of bidders (see Subpart 9.1).

(8) Any special instructions concerning bids, alternate bids, and award.

(9) Any instructions concerning reporting requirements.

(d) The contracting officer shall send invitations for bids to prospective bidders who requested them in response to the presolicitation notice, and should send them to other prospective bidders upon their specific request (see 5.102(a)).

**36.213-4 Notice of award.**

When a notice of award is issued, it shall be done in writing or electronically, shall contain information required by 14.403, and shall—

(a) Identify the invitation for bids;

(b) Identify the contractor's bid;

(c) State the award price;

(d) Advise the contractor that any required payment and performance bonds must be promptly executed and returned to the contracting officer;

(e) Specify the date of commencement of work, or advise that a notice to proceed will be issued.

**36.214 Special procedures for price negotiation in construction contracting.**

(a) Agencies shall follow the policies and procedures in Part 15 when negotiating prices for construction.

(b) The contracting officer shall evaluate proposals and associated certified cost or pricing data and data other than certified cost or pricing data and shall compare them to the Government estimate.

(1) When submission of certified cost or pricing data is not required (see 15.403-1 and 15.403-2), and any element of proposed cost differs significantly from the Government estimate, the contracting officer should request the offeror to submit cost information concerning that element (e.g., wage rates or fringe benefits, significant materials, equipment allowances, and subcontractor costs).

(2) When a proposed price is significantly lower than the Government estimate, the contracting officer shall make sure both the offeror and the Government estimator completely understand the scope of the work. If negotiations reveal errors in the Government estimate, the estimate shall be corrected and the changes shall be documented in the contract file.

(c) When appropriate, additional pricing tools may be used. For example, proposed prices may be compared to current prices for similar types of work, adjusted for differences in the work site and the specifications. Also, rough yardsticks may be developed and used, such as cost per cubic foot for structures, cost per linear foot for utilities, and cost per cubic yard for excavation or concrete.

**36.215 Special procedure for cost-reimbursement contracts for construction.**

Contracting officers may use a cost-reimbursement contract to acquire construction only when its use is consistent with Subpart 16.3 and Part 15 (see 15.404-4(c)(4)(i) for fee limitation on cost-reimbursement contracts).



**AAC 96-04 APRIL 4, 2005**

**PART 436--CONSTRUCTION AND ARCHITECT-ENGINEER CONTRACTS**

**TABLE OF CONTENTS**

**SUBPART 436.2--SPECIAL ASPECTS OF CONTRACTING FOR CONSTRUCTION**

Sec.

- 436.201 Evaluation of contractor performance.
- 436.203 Government estimate of construction costs.
- 436.204 Disclosure of the magnitude of construction projects.
- 436.205 Statutory cost limitations.
- 436.209 Construction contracts with architect-engineer firms.
- 436.213 Special procedures for sealed bidding in construction contracting.
- 436.213-2 Presolicitation notices.

**SUBPART 436.3-[Reserved]**

**SUBPART 436.5--CONTRACT CLAUSES**

- 436.500 Scope of subpart.
- 436.571 Prohibition against the use of lead-based paint.
- 436.572 Use of premises.
- 436.573 Archeological or historic sites.
- 436.574 Control of erosion, sedimentation, and pollution.
- 436.575 Maximum workweek-construction schedule.
- 436.576 Samples and certificates.
- 436.577 Emergency response.
- 436.578 [Reserved]
- 436.579 Opted timber sale road requirements.

**SUBPART 436.6--ARCHITECT-ENGINEER SERVICES**

- 436.601 Policy
- 436.601-3 Applicable contracting procedures.
- 436.602 Selection of firms for architect-engineer contracts.
- 436.602-1 Selection criteria.
- 436.602-2 Evaluation boards.
- 436.602-3 Evaluation board functions.
- 436.602-4 Selection authority.
- 436.602-5 Short selection process for contracts not to exceed the simplified acquisition threshold.
- 436.603 Collecting data on and appraising firms' qualifications.
- 436.604 Performance evaluation.
- 436.605 Government cost estimate for architect-engineer work.
- 436.609 Contract clauses.

**PART 436**

**CONSTRUCTION AND  
ARCHITECT-ENGINEER  
CONTRACTS**

**SUBPART 436.2--SPECIAL  
ASPECTS OF CONTRACTING  
FOR CONSTRUCTION**

**436.201 Evaluation of contractor  
performance.**

*Preparation of performance evaluation reports.* In addition to the requirements of FAR 36.201, performance evaluation reports shall be prepared for indefinite-delivery type contracts when either the contract maximum or the contracting activity's reasonable estimate of services to be ordered exceeds \$500,000.00. For these contracts, performance evaluation reports shall be prepared for each order at the time of final acceptance of the work under the order.

**436.203 Government estimate of  
construction costs.**

For acquisitions using sealed bid procedures, the contracting officer may disclose the overall amount of the Government's estimate of construction costs following identification of the responsive bid most advantageous to the Government; verification of that bid's price reasonableness; and verification of the bidder's responsibility. For acquisitions using other than sealed bid procedures (e.g., negotiation), the contracting officer may disclose the

overall amount of the estimate after contract award.

**436.204 Disclosure of the magnitude  
of construction projects.**

In the case of indefinite-delivery type contracts, the reasonable estimate of work to be done or the maximum in the solicitation, both including all options, is to be used to select the price range. Contracting officers may elect to use both a price range for the base period of services and the total, inclusive of options, to best describe the magnitude of the solicitation.

**436.205 Statutory cost limitations.**

(a) When it appears that funds available for a project may be insufficient for all the desired features of construction, the contracting officer may provide in the solicitation for a base bid item covering the work generally as specified and for one or more additive or deductive bid items which progressively add or omit specified features of the work in a stated order of priority. In this case, the contracting officer shall insert the provision at 452.236-70, Additive or Deductive Items, in solicitations for construction.

(b) In the alternative to the process in paragraph (a) of this section, the contracting officer may use the policies and procedures found in FAR 17.2.

**436.209 Construction contracts with  
architect-engineer firms.**

May 29, 1998

**UNITED STATES DEPARTMENT OF AGRICULTURE  
OFFICE OF PROCUREMENT AND PROPERTY MANAGEMENT  
PROCUREMENT POLICY DIVISION  
AGAR ADVISORY NO. 21**

**Implementing Procedures for Streamlining the 8(a) Contracting Process**

**INTRODUCTION:** This Agriculture Acquisition Regulation (AGAR) Advisory has been prepared to provide information regarding procedures to implement the Memorandum of Understanding between the United States Small Business Administration (SBA) and the United States Department of Agriculture (USDA) eliminating the use of tripartite agreements. A class deviation has been approved by Senior Procurement Executive pending FAR changes. (See AGAR Advisory No. 22)

**SUMMARY:** Level I, II and III Contracting Officers have the authority to award contracts/purchase orders to the 8(a) firms without the signature of an SBA Contracting Officer.

**APPLICABILITY:** The procedures outlined below implement and supplement the Memorandum of Understanding (MOU) between the SBA and USDA. The MOU is applicable to all offices within SBA and USDA throughout the United States. These guidelines apply to new contract/purchase orders awards under the 8(a) program effective May 6, 1998 through the term of the MOU.

**WARRANTS:** Level I, II, and III warranted Contracting Officers (CO's) have concurrent authority to make direct contracts/purchase order awards to 8(a) firms under the 8(a) program. The Office of Procurement and Property Management, Procurement Policy Division will periodically forward a list of the names and amount of delegated authority to SBA.

**COVER PAGE:** Solicitations for requirements offered to the 8(a) program under the MOU must contain a cover sheet, similar to Attachment 1, with notification to potential offerors of the revised procedures. The request for quotes (RFQ) and Purchase Orders (PO) must indicate that the acquisition is being processed pursuant to the MOU between SBA and USDA.

**OFFERING LETTERS:** Offering letters for requirements over \$100,000 identified for the 8(a) program should contain the information outlined in Attachment 2.

**FAR DEVIATION:** Changes to the Federal Acquisition Regulation (FAR) are outlined in AGAR Advisory No. 22 "FAR Part 19 Deviation-Small Business Program."

**STREAMLINED 8(a) CONTRACTING PROCEDURES:** The following procedures will apply to all requirements using simplified acquisition procedures and to formal contracts above the simplified acquisition threshold:

**OFFERING LETTER:** The opening paragraph of the offering letter for requirements over \$100,000 must state that the requirements are being offered under the MOU between USDA and SBA.

**FOR SIMPLIFIED ACQUISITION NOT EXCEEDING \$100,000, AN OFFERING LETTER IS NOT REQUIRED:** The award of a purchase order or contract constitutes an offer by the Government to the contractor to perform. Once an 8(a) firm has been identified, the CO will perform all acquisition activities up to and including signing and issuing the purchase order/contract. The CO shall incorporate the appropriate 8(a) clauses as prescribed in AGAR ADVISORY NO. 22, FAR Part 19 Deviation "Small Business Program." Such awards should be included on the SF281/279 as 8(a) set-asides.

**FOR SOLE SOURCE REQUIREMENTS OVER THE SIMPLIFIED ACQUISITION THRESHOLD:** If an 8(a) firm has been selected, the CO will send an offering letter to the SBA District Office's Business Opportunity Specialist (BOS) responsible for the specified 8(a) participant. When an 8(a) company has not been identified, the CO will send an "open" offering letter to the SBA field office that services the geographical area where the procuring office is located.

**FOR COMPETITIVE REQUIREMENTS OVER \$100,000 THAT MEET THE REQUIREMENTS OF FAR 19.805:** The CO will send the offering letter to the SBA field office that services the geographical area where the procuring office is located; EXCEPT for construction, the CO will send the offering letter to the SBA field office located in the geographic area where the work will be performed.

**PREPARING THE SOLICITATION:** The solicitation shall be prepared in accordance with agency procedures and include the required 8(a) clauses contained in AGAR Advisory No. 22 FAR Part 19 Deviation "Small Business Program."

**PREPARING THE CONTRACT:** Tripartite agreements are not required. Contracting activities shall use a single award document. The contract document is to be prepared in accordance with agency procedures, using the agency contract number and the appropriate forms (AD-838 [Purchase Order], SF-26[Contract Award], SF-30 [Amendment to Solicitation/Modification to Contracts], SF-1441[Construction], or SF-1449 [Commercial Item Award]).

**CONTRACT ADMINISTRATION:** Only in those cases where modifications are "beyond the scope" of the initial contract award will an SBA determination of current eligibility of the 8(a) contractor be required prior to proceeding with modification, as prescribed in 13 CFR 124.318(c). The CO shall use SBA's PRO-Net database on the Internet or request an eligibility determination from the SBA BOS. The PRO-Net database is available on the Acquisition Toolkit at [www.usda/da/procure.html](http://www.usda/da/procure.html). SBA BOS will respond to the agency via telephone, Fax or E-mail within 2 working days as to the status of the 8(a)'s continued eligibility. If the firm is determined ineligible, the CO shall not issue the modification. A determination of eligibility from SBA is not required for modifications within the scope of the contract.

**DISTRIBUTION OF PURCHASE ORDERS, CONTRACTS AND MODIFICATIONS:** The CO shall provide the cognizant SBA office with a copy of all purchase orders, contracts, and modifications within 5 working days after execution.

If you have questions regarding this advisory, please contact Todd Repass, Chief, PPD via email at [Todd.Repass@da.usda.gov](mailto:Todd.Repass@da.usda.gov) or by phone at (202) 690-1060; or send an email to [procurement.policy@da.usda.gov](mailto:procurement.policy@da.usda.gov).

This AGAR Advisory will appear on the USDA world wide web site at the following URL:  
<http://www.usda.gov/da/procure/agaradv.htm>.

**EXPIRATION DATE:** This advisory is effective until canceled.

**Distribution Code:** 76025

**[END]**

## Subpart 19.8—Contracting with the Small Business Administration (The 8(a) Program)

### 19.800 General.

(a) Section 8(a) of the Small Business Act (15 U.S.C. 637(a)) established a program that authorizes the Small Business Administration (SBA) to enter into all types of contracts with other agencies and let subcontracts for performing those contracts to firms eligible for program participation. The SBA's subcontractors are referred to as "8(a) contractors."

(b) Contracts may be awarded to the SBA for performance by eligible 8(a) firms on either a sole source or competitive basis.

(c) When, acting under the authority of the program, the SBA certifies to an agency that the SBA is competent and responsible to perform a specific contract, the contracting officer is authorized, in the contracting officer's discretion, to award the contract to the SBA based upon mutually agreeable terms and conditions.

(d) The SBA refers to this program as the 8(a) Business Development (BD) Program.

(e) Before deciding to set aside an acquisition in accordance with subpart 19.5, the contracting officer may consider offering the acquisition to a small business under the 8(a) Program in accordance with 19.203.

(f) When SBA has delegated its 8(a) Program contract execution authority to an agency, the contracting officer must refer to its agency supplement or other policy directives for appropriate guidance.

### 19.801 [Reserved]

### 19.802 Selecting concerns for the 8(a) Program.

Selecting concerns for the 8(a) Program is the responsibility of the SBA and is based on the criteria established in 13 CFR 124.101-112.

### 19.803 Selecting acquisitions for the 8(a) Program.

Through their cooperative efforts, the SBA and an agency match the agency's requirements with the capabilities of 8(a) concerns to establish a basis for the agency to contract with the SBA under the program. Selection is initiated in one of three ways—

(a) The SBA advises an agency contracting activity through a search letter of an 8(a) firm's capabilities and asks the agency to identify acquisitions to support the firm's business plans. In these instances, the SBA will provide at least the following information in order to enable the agency to match an acquisition to the firm's capabilities:

(1) Identification of the concern and its owners.

(2) Background information on the concern, including any and all information pertaining to the concern's technical ability and capacity to perform.

(3) The firm's present production capacity and related facilities.

(4) The extent to which contracting assistance is needed in the present and the future, described in terms that will enable the agency to relate the concern's plans to present and future agency requirements.

(5) If construction is involved, the request shall also include the following:

(i) The concern's capabilities in and qualifications for accomplishing various categories of maintenance, repair, alteration, and construction work in specific categories such as mechanical, electrical, heating and air conditioning, demolition, building, painting, paving, earth work, waterfront work, and general construction work.

(ii) The concern's capacity in each construction category in terms of estimated dollar value (e.g., electrical, up to \$100,000).

(b) The SBA identifies a specific requirement for a particular 8(a) firm or firms and asks the agency contracting activity to offer the acquisition to the 8(a) Program for the firm(s). In these instances, in addition to the information in paragraph (a) of this section, the SBA will provide—

(1) A clear identification of the acquisition sought; e.g., project name or number;

(2) A statement as to how any additional needed equipment and real property will be provided in order to ensure that the firm will be fully capable of satisfying the agency's requirements;

(3) If construction, information as to the bonding capability of the firm(s); and

(4) Either—

(i) If sole source request—

(A) The reasons why the firm is considered suitable for this particular acquisition; e.g., previous contracts for the same or similar supply or service; and

(B) A statement that the firm is eligible in terms of NAICS code, business support levels, and business activity targets; or

(ii) If competitive, a statement that at least two 8(a) firms are considered capable of satisfying the agency's requirements and a statement that the firms are also eligible in terms of the NAICS code, business support levels, and business activity targets. If requested by the contracting activity, SBA will identify at least two such firms and provide information concerning the firms' capabilities.

(c) Agencies may also review other proposed acquisitions for the purpose of identifying requirements which may be offered to the SBA. Where agencies independently, or through the self marketing efforts of an 8(a) firm, identify a requirement for the 8(a) Program, they may offer on behalf of a specific 8(a) firm, for the 8(a) Program in general, or for 8(a) competition.

### 19.804 Evaluation, offering, and acceptance.

#### 19.804-1 Agency evaluation.

In determining the extent to which a requirement should be offered in support of the 8(a) Program, the agency should evaluate—

(a) Its current and future plans to acquire the specific items or work that 8(a) contractors are seeking to provide, identified in terms of—

(1) Quantities required or the number of construction projects planned; and

(2) Performance or delivery requirements, including required monthly production rates, when applicable;

(b) Its current and future plans to acquire items or work similar in nature and complexity to that specified in the business plan;

(c) Problems encountered in previous acquisitions of the items or work from the 8(a) contractors and/or other contractors;

(d) The impact of any delay in delivery;

(e) Whether the items or work have previously been acquired using small business set-asides; and

(f) Any other pertinent information about known 8(a) contractors, the items, or the work. This includes any information concerning the firms' capabilities. When necessary, the contracting agency shall make an independent review of the factors in 19.803(a) and other aspects of the firms' capabilities which would ensure the satisfactory performance of the requirement being considered for commitment to the 8(a) Program.

#### 19.804-2 Agency offering.

(a) After completing its evaluation, the agency must notify the SBA of the extent of its plans to place 8(a) contracts with the SBA for specific quantities of items or work. The notification must identify the time frames within which prime contract and subcontract actions must be completed in order for the agency to meet its responsibilities. The notification must also contain the following information applicable to each prospective contract:

- (1) A description of the work to be performed or items to be delivered, and a copy of the statement of work, if available.
- (2) The estimated period of performance.
- (3) The NAICS code that applies to the principal nature of the acquisition.
- (4) The anticipated dollar value of the requirement, including options, if any.
- (5) Any special restrictions or geographical limitations on the requirement (for construction, include the location of the work to be performed).
- (6) Any special capabilities or disciplines needed for contract performance.
- (7) The type of contract anticipated.
- (8) The acquisition history, if any, of the requirement, including the names and addresses of any small business contractors that have performed this requirement during the previous 24 months.
- (9) A statement that prior to the offering no solicitation for the specific acquisition has been issued as a small business, HUBZone, service-disabled veteran-owned small business set-aside, or a set-aside under the Women-Owned Small Business (WOSB) Program, and that no other public communication (such as a notice through the Governmentwide point of entry (GPE)) has been made showing the contracting agency's clear intention to set-aside the acquisition for small business, HUBZone small business, service-disabled veteran-owned small business concerns, or a set-aside under the WOSB Program.
- (10) Identification of any particular 8(a) concern designated for consideration, including a brief justification, such as—
  - (i) The 8(a) concern, through its own efforts, marketed the requirement and caused it to be reserved for the 8(a) Program; or
  - (ii) The acquisition is a follow-on or renewal contract and the nominated concern is the incumbent.
- (11) Bonding requirements, if applicable.
- (12) Identification of all SBA field offices that have asked for the acquisition for the 8(a) Program.
- (13) A request, if appropriate, that a requirement with an estimated contract value under the applicable competitive threshold be awarded as an 8(a) competitive contract (see 19.805-1(d)).
- (14) A request, if appropriate, that a requirement with a contract value over the applicable competitive threshold be awarded as a sole source contract (see 19.805-1(b)).
- (15) Any other pertinent and reasonably available data.

(b)(1) An agency offering a construction requirement for which no specific offeror is nominated should submit it to the SBA District Office for the geographical area where the work is to be performed.

(2) An agency offering a construction requirement on behalf of a specific offeror should submit it to the SBA District Office servicing that concern.

(3) Sole source requirements, other than construction, should be forwarded directly to the district office that services the nominated firm. If the contracting officer is not nominating a specific firm, the offering letter should be forwarded to the district office servicing the geographical area in which the contracting office is located.

(c) All requirements for 8(a) competition, other than construction, should be forwarded to the district office servicing the geographical area in which the contracting office is located. All requirements for 8(a) construction competition should be forwarded to the district office servicing the geographical area in which all or the major portion of the construction is to be performed. All requirements, including construction, must be synopsisized through the GPE. For construction, the synopsis must include the geographical area of the competition set forth in the SBA's acceptance letter.

#### 19.804-3 SBA acceptance.

(a) Upon receipt of the contracting agency's offer, the SBA will determine whether to accept the requirement for the 8(a) Program. The SBA's decision whether to accept the requirement will be transmitted to the contracting agency in writing within 10 working days of receipt of the offer if the contract is likely to exceed the simplified acquisition threshold and within 2 days of receipt if the contract is at or below the simplified acquisition threshold. The contracting agency may grant an extension of these time periods. If SBA does not respond to an offering letter within 10 days, the contracting activity may seek SBA's acceptance through the Associate Administrator.

(b) If the acquisition is accepted as a sole source, the SBA will advise the contracting activity of the 8(a) firm selected for negotiation. Generally, the SBA will accept a contracting activity's recommended source.

(c) For acquisitions not exceeding the simplified acquisition threshold, when the contracting activity makes an offer to the 8(a) Program on behalf of a specific 8(a) firm and does not receive a reply to its offer within 2 days, the contracting activity may assume the offer is accepted and proceed with award of an 8(a) contract.

(d) As part of the acceptance process, SBA will review the appropriateness of the NAICS code designation assigned to the requirement by the contracting activity.

(1) SBA will not challenge the NAICS code assigned to the requirement by the contracting activity if it is reasonable, even though other NAICS codes may also be reasonable.

(2) If SBA and the contracting activity are unable to agree on a NAICS code designation for the requirement, SBA may refuse to accept the requirement for the 8(a) Program, appeal the contracting officer's determination to the head of the agency pursuant to 19.810, or appeal the NAICS code designation to the SBA Office of Hearings and Appeals under Subpart C of 13 CFR Part 134.

#### 19.804-4 Repetitive acquisitions.

In order for repetitive acquisitions to be awarded through the 8(a) Program, there must be separate offers and acceptances. This allows the SBA to determine—

- (a) Whether the requirement should be a competitive 8(a) award;
- (b) A nominated firm's eligibility, whether or not it is the same firm that performed the previous contract;
- (c) The effect that contract award would have on the equitable distribution of 8(a) contracts; and
- (d) Whether the requirement should continue under the 8(a) Program.

#### 19.804-5 Basic ordering agreements.

(a) The contracting activity must offer, and SBA must accept, each order under a basic ordering agreement (BOA) in addition to offering and accepting the BOA itself.

(b) SBA will not accept for award on a sole-source basis any order that would cause the total dollar amount of orders issued under a specific BOA to exceed the competitive threshold amount in 19.805-1.

(c) Once an 8(a) concern's program term expires, the concern otherwise exits the 8(a) Program, or becomes other than small for the NAICS code assigned under the BOA, SBA will not accept new orders for the concern.

#### 19.804-6 Indefinite delivery contracts.

(a) Separate offers and acceptances must not be made for individual orders under multiple award, Federal Supply Schedule (FSS), multi-agency contracts or Governmentwide acquisition contracts. SBA's acceptance of the original contract is valid for the term of the contract.

(b) The requirements of 19.805-1 of this part do not apply to individual orders that exceed the competitive threshold as long as the original contract was competed.

(c) An 8(a) concern may continue to accept new orders under a multiple award, Federal Supply Schedule (FSS), multi-agency contract or Governmentwide acquisition contract even after a concern's program term expires, the concern otherwise exits the 8(a) Program, or the concern becomes other than small for the NAICS code assigned under the contract.

#### 19.805 Competitive 8(a).

##### 19.805-1 General.

(a) Except as provided in paragraph (b) of this subsection, an acquisition offered to the SBA under the 8(a) Program shall be awarded on the basis of competition limited to eligible 8(a) firms if—

(1) There is a reasonable expectation that at least two eligible and responsible 8(a) firms will submit offers and that award can be made at a fair market price; and

(2) The anticipated total value of the contract, including options, will exceed \$6.5 million for acquisitions assigned manufacturing North American Industry Classification System (NAICS) codes and \$4 million for all other acquisitions.

(b) Where an acquisition exceeds the competitive threshold, the SBA may accept the requirement for a sole source 8(a) award if—

(1) There is not a reasonable expectation that at least two eligible and responsible 8(a) firms will submit offers at a fair market price; or

(2) SBA accepts the requirement on behalf of a concern owned by an Indian tribe or an Alaska Native Corporation.

(c) A proposed 8(a) requirement with an estimated value exceeding the applicable competitive threshold amount shall not be divided into several requirements for lesser amounts in order to use 8(a) sole source procedures for award to a single firm.

(d) The SBA Associate Administrator for 8(a) Business Development (AA/BD) may approve an agency request for a competitive 8(a) award below the competitive thresholds. Such requests will be approved only on a limited basis and will be primarily granted where technical competitions are appropriate or where a large number of responsible 8(a) firms are available for competition. In determining whether a request to compete below the threshold will be approved, the AA/BD will, in part, consider the extent to which the requesting agency is supporting the 8(a) Program on a noncompetitive basis. The agency may include recommendations for competition below the threshold in the offering letter or by separate correspondence to the AA/BD.

##### 19.805-2 Procedures.

(a) Offers shall be solicited from those sources identified in accordance with 19.804-3.

(b) The SBA will determine the eligibility of the firms for award of the contract. Eligibility will be determined by the SBA as of the time of submission of initial offers which include price. Eligibility is based on Section 8(a) Program criteria.

(1) In sealed bid acquisitions, upon receipt of offers, the contracting officer will provide the SBA a copy of the solicitation, the estimated fair market price, and a list of offerors ranked in the order of their standing for award (*i.e.*, first low, second low, etc.) with the total evaluated price for each offer, differentiating between basic requirements and any options. The SBA will consider the eligibility of the first low offeror. If the first low offeror is not determined to be eligible, the SBA will consider the eligibility of the next low offeror until an eligible offeror is identified. The SBA will determine the eligibility of the firms and advise the contracting officer within 5 working days after its receipt of the list of bidders. Once eligibility has been established by the SBA, the successful offeror will be determined by the contracting activity in accordance with normal contracting procedures.

(2) In negotiated acquisition, the SBA will determine eligibility when the successful offeror has been established by the agency and the contract transmitted for signature unless a referral has been made under 19.809, in which case the SBA will determine eligibility at that point.

(c) In any case in which a firm is determined to be ineligible, the SBA will notify the firm of that determination.

(d) The eligibility of an 8(a) firm for a competitive 8(a) award may not be challenged or protested by another 8(a) firm or any other party as part of a solicitation or proposed contract award. Any party with information concerning the eligibility of an 8(a) firm to continue participation in the 8(a) Program may submit such information to the SBA in accordance with 13 CFR 124.517.

##### 19.806 Pricing the 8(a) contract.

(a) The contracting officer shall price the 8(a) contract in accordance with Subpart 15.4. If required by Subpart 15.4, the SBA shall obtain certified cost or pricing data from the 8(a) contractor. If the SBA requests audit assistance to determine the proposed price to be fair and reasonable in a sole source acquisition, the contracting activity shall furnish it to the extent it is available.

(b) An 8(a) contract, sole source or competitive, may not be awarded if the price of the contract results in a cost to the contracting agency which exceeds a fair market price.

(c) If requested by the SBA, the contracting officer shall make available the data used to estimate the fair market price within 10 working days.

(d) The negotiated contract price and the estimated fair market price are subject to the concurrence of the SBA. In the event of a disagreement between the contracting officer and the SBA, the SBA may appeal in accordance with 19.810.

##### 19.807 Estimating fair market price.

(a) The contracting officer shall estimate the fair market price of the work to be performed by the 8(a) contractor.

(b) In estimating the fair market price for an acquisition other than those covered in paragraph (c) of this section, the contracting officer shall use cost or price analysis and consider commercial prices for similar products and services, available in-house cost estimates, data (including certified cost or pricing data) submitted by the SBA or the 8(a) contractor, and data obtained from any other Government agency.

(c) In estimating a fair market price for a repeat purchase, the contracting officer shall consider recent award prices for the same items or work if there is comparability in quantities, conditions, terms, and performance times. The estimated price should be adjusted to reflect differences in specifications, plans, transportation costs, packaging and packing costs, and other circumstances. Price indices may be used as guides to determine the changes in labor and material costs. Comparison of commercial prices for similar items may also be used.

##### 19.808 Contract negotiation.

###### 19.808-1 Sole source.

(a) The SBA may not accept for negotiation a sole-source 8(a) contract that exceeds \$20 million unless the requesting agency has completed a justification in accordance with the requirements of 6.303.

(b) The SBA is responsible for initiating negotiations with the agency within the time established by the agency. If the SBA does not initiate negotiations within the agreed time and the agency cannot allow additional time, the agency may, after notifying the SBA, proceed with the acquisition from other sources.

(c) The SBA should participate, whenever practicable, in negotiating the contracting terms. When mutually agreeable, the SBA may authorize the contracting activity to negotiate directly with the 8(a) contractor. Whether or not direct negotiations take place, the SBA is responsible for approving the resulting contract before award.

#### 19.808-2 Competitive.

In competitive 8(a) acquisitions subject to [Part 15](#), the contracting officer conducts negotiations directly with the competing 8(a) firms. Conducting competitive negotiations among 8(a) firms prior to SBA's formal acceptance of the acquisition for the 8(a) Program may be grounds for SBA's not accepting the acquisition for the 8(a) Program.

#### 19.809 Preaward considerations.

The contracting officer should request a preaward survey of the 8(a) contractor whenever considered useful. If the results of the preaward survey or other information available to the contracting officer raise substantial doubt as to the firm's ability to perform, the contracting officer must refer the matter to SBA for Certificate of Competency consideration under [Subpart 19.6](#).

#### 19.810 SBA appeals.

(a) The SBA Administrator may submit the following matters for determination to the agency head if the SBA and the contracting officer fail to agree on them:

- (1) The decision not to make a particular acquisition available for award under the 8(a) Program.
- (2) A contracting officer's decision to reject a specific 8(a) firm for award of an 8(a) contract after SBA's acceptance of the requirement for the 8(a) Program.
- (3) The terms and conditions of a proposed 8(a) contract, including the contracting activity's NAICS code designation and estimate of the fair market price.

(b) Notification of a proposed appeal to the agency head by the SBA must be received by the contracting officer within 5 working days after the SBA is formally notified of the contracting officer's decision. The SBA will provide the agency Director for Small and Disadvantaged Business Utilization a copy of this notification of the intent to appeal. The SBA must send the written appeal to the head of the contracting activity within 15 working days of SBA's notification of intent to appeal or the contracting activity may consider the appeal withdrawn. Pending issuance of a decision by the agency head, the contracting officer must suspend action on the acquisition. The contracting officer need not suspend action on the acquisition if the contracting officer makes a written determination that urgent and compelling circumstances that significantly affect the interests of the United States will not permit waiting for a decision.

(c) If the SBA appeal is denied, the decision of the agency head shall specify the reasons for the denial, including the reasons why the selected firm was determined incapable of performance, if appropriate. The decision shall be made a part of the contract file.

#### 19.811 Preparing the contracts.

##### 19.811-1 Sole source.

(a) The contract to be awarded by the agency to the SBA shall be prepared in accordance with agency procedures and in the same detail as would be required in a contract with a business concern. The contracting officer shall use the [Standard Form 26](#) as the award form, except for construction contracts, in which case the [Standard Form 1442](#) shall be used as required in [36.701\(a\)](#).

(b) The agency shall prepare the contract that the SBA will award to the 8(a) contractor in accordance with agency procedures, as if the agency were awarding the contract directly to the 8(a) contractor, except for the following:

- (1) The award form shall cite [41 U.S.C. 253\(c\)\(5\)](#) or [10 U.S.C. 2304\(c\)\(5\)](#) (as appropriate) as the authority for use of other than full and open competition.
- (2) Appropriate clauses shall be included, as necessary, to reflect that the contract is between the SBA and the 8(a) contractor.
- (3) The following items shall be inserted by the SBA:
  - (i) The SBA contract number.
  - (ii) The effective date.
  - (iii) The typed name of the SBA's contracting officer.
  - (iv) The signature of the SBA's contracting officer.
  - (v) The date signed.

(4) The SBA will obtain the signature of the 8(a) contractor prior to signing and returning the prime contract to the contracting officer for signature. The SBA will make every effort to obtain signatures and return the contract, and any subsequent bilateral modification, to the contracting officer within a maximum of 10 working days.

(c) Except in procurements where the SBA will make advance payments to its 8(a) contractor, the agency contracting officer may, as an alternative to the procedures in paragraphs (a) and (b) of this subsection, use a single contract document for both the prime contract between the agency and the SBA and its 8(a) contractor. The single contract document shall contain the information in paragraphs (b) (1), (2), and (3) of this subsection. Appropriate blocks on the [Standard Form \(SF\) 26](#) or 1442 will be asterisked and a continuation sheet appended as a tripartite agreement which includes the following:

- (1) Agency acquisition office, prime contract number, name of agency contracting officer and lines for signature, date signed, and effective date.
- (2) The SBA office, the SBA contract number, name of the SBA contracting officer, and lines for signature and date signed.
- (3) Name and lines for the 8(a) subcontractor's signature and date signed.

(d) For acquisitions not exceeding the simplified acquisition threshold, the contracting officer may use the alternative procedures in paragraph (c) of this subsection with the appropriate simplified acquisition forms.

##### 19.811-2 Competitive.

(a) The contract will be prepared in accordance with [14.408-1\(d\)](#), except that appropriate blocks on the [Standard Form 26](#) or 1442 will be asterisked and a continuation sheet appended as a tripartite agreement which includes the following:

- (1) The agency contracting activity, prime contract number, name of agency contracting officer, and lines for signature, date signed, and effective date.
  - (2) The SBA office, the SBA subcontract number, name of the SBA contracting officer and lines for signature and date signed.
- (b) The process for obtaining signatures shall be as specified in [19.811-1\(b\)\(4\)](#).

**19.811-3 Contract clauses.**

(a) The contracting officer shall insert the clause at 52.219-11, Special 8(a) Contract Conditions, in contracts between the SBA and the agency when the acquisition is accomplished using the procedures of 19.811-1(a) and (b).

(b) The contracting officer shall insert the clause at 52.219-12, Special 8(a) Subcontract Conditions, in contracts between the SBA and its 8(a) contractor when the acquisition is accomplished using the procedures of 19.811-1(a) and (b).

(c) The contracting officer shall insert the clause at 52.219-17, Section 8(a) Award, in competitive solicitations and contracts when the acquisition is accomplished using the procedures of 19.805 and in sole source awards which utilize the alternative procedure in 19.811-1(c).

(d) The contracting officer shall insert the clause at 52.219-18, Notification of Competition Limited to Eligible 8(a) Concerns, in competitive solicitations and contracts when the acquisition is accomplished using the procedures of 19.805.

(1) The clause at 52.219-18 with its Alternate I will be used when competition is to be limited to 8(a) concerns within one or more specific SBA districts pursuant to 19.804-2.

(2) The clause at 52.219-18 with its Alternate II will be used when the acquisition is for a product in a class for which the Small Business Administration has waived the nonmanufacturer rule (see 19.102(f)(4) and (5)).

(e) The contracting officer shall insert the clause at 52.219-14, Limitations on Subcontracting, in any solicitation and contract resulting from this subpart.

**19.812 Contract administration.**

(a) The contracting officer shall assign contract administration functions, as required, based on the location of the 8(a) contractor (see Federal Directory of Contract Administration Services Components (available via the Internet at <http://www.dcms.mil/casbook/casbook.htm>)).

(b) The agency shall distribute copies of the contract(s) in accordance with Part 4. All contracts and modifications, if any, shall be distributed to both the SBA and the firm in accordance with the timeframes set forth in 4.201.

(c) To the extent consistent with the contracting activity's capability and resources, 8(a) contractors furnishing requirements shall be afforded production and technical assistance, including, when appropriate, identification of causes of deficiencies in their products and suggested corrective action to make such products acceptable.

(d) An 8(a) contract, whether in the base or an option year, must be terminated for convenience if the 8(a) concern to which it was awarded transfers ownership or control of the firm or if the contract is transferred or novated for any reason to another firm, unless the Administrator of the SBA waives the requirement for contract termination (13 CFR 124.515). The Administrator may waive the termination requirement only if certain conditions exist. Moreover, a waiver of the requirement for termination is permitted only if the 8(a) firm's request for waiver is made to the SBA prior to the actual relinquishment of ownership or control, except in the case of death or incapacity where the waiver must be submitted within 60 days after such an occurrence. The clauses in the contract entitled "Special 8(a) Contract Conditions" and "Special 8(a) Subcontract Conditions" require the SBA and the 8(a) subcontractor to notify the contracting officer when ownership of the firm is being transferred. When the contracting officer receives information that an 8(a) contractor is planning to transfer ownership or control to another firm, the contracting officer must take action immediately to preserve the option of waiving the termination requirement. The contracting officer should determine the timing of the proposed transfer and its effect on contract performance and mission support. If the contracting officer determines that the SBA does not intend to waive the termination requirement, and termination of the contract would severely impair attainment of the agency's program objectives or mission, the contracting officer should immediately notify the SBA in writing that the agency is requesting a waiver. Within 15 business days thereafter, or such longer period as agreed to by the agency and the SBA, the agency head must either confirm or withdraw the request for waiver. Unless a waiver is approved by the SBA, the contracting officer must terminate the contract for convenience upon receipt of a written request by the SBA. This requirement for a convenience termination does not affect the Government's right to terminate for default if the cause for termination of an 8(a) contract is other than the transfer of ownership or control.



Name	Size	Type	Date Modified
1. FR_245_Upper_GVT_Estimate.doc	31 KB	Microsoft Office Word 97 - 2003 Document	10/15/2009 11:04 AM
2. FR_245_Upper_Miles.bmp	1,577 KB	Bitmap Image	12/28/2009 4:45 PM
3. FR_245_Upper_Miles.bmp	1,567 KB	Bitmap Image	12/28/2009 4:56 PM
4. FR_245_Upper_Miles.bmp	1,577 KB	Bitmap Image	12/28/2009 4:51 PM
5. FR_245_Upper_GVT_Estimate.doc	1 KB	Microsoft Office Word 97 - 2003 Document	6/22/2010 12:00 PM
6. FR_245_Upper.docx	1 KB	Microsoft Office Word Document	6/22/2010 5:33 PM
7. FR_245_Upper.docx	1 KB	Microsoft Office Word Document	6/22/2010 5:33 PM
8. NEW_FR_245_Upper_GVT_Estimate.doc	47 KB	Microsoft Office Word 97 - 2003 Document	6/24/2010 8:56 AM
9. road_245_upper_roadlog.xls	42 KB	Microsoft Office Excel 97-2003 Worksheet	6/24/2010 4:05 PM
10. NEW_FR_245_Upper_GVT_Estimate.doc	1 KB	Microsoft Office Word 97 - 2003 Document	7/7/2010 2:55 PM
11. NEW_FR_245_Upper_GVT_Estimate 2.doc	45 KB	Microsoft Office Word 97 - 2003 Document	7/6/2010 7:13 PM
12. CONTRACT_PACKAGE_CHECKLIST_FR_245.doc	25 KB	Microsoft Office Word 97 - 2003 Document	7/8/2010 8:06 PM
13. Requestion_FR_245_Upper_Maintenance.pdf	57 KB	Adobe Acrobat Document	7/8/2010 8:31 PM
14. Requestion_for_contract_action.rtf	126 KB	Rich Text Format	7/9/2010 1:44 PM
15. FR_245_Upper_Location_Map(1).pdf	110 KB	Adobe Acrobat Document	9/9/2010 9:43 AM
16. FR_245_Upper_Grade_Dip(1).pdf	111 KB	Adobe Acrobat Document	9/9/2010 9:51 AM
17. FR_245_Upper_Roadway_Turnout_Details(1).pdf	71 KB	Adobe Acrobat Document	9/9/2010 9:53 AM
18. FR_245_Upper_Road_Prem_Reconditioning(1).pdf	84 KB	Adobe Acrobat Document	9/9/2010 9:54 AM
19. FR_245_Upper_Ditch_Reconditioning(1).pdf	77 KB	Adobe Acrobat Document	9/9/2010 9:54 AM
20. FR_245_Upper_Culvert_Inlet_Outlet_Cleaning(1).pdf	90 KB	Adobe Acrobat Document	9/9/2010 9:55 AM
21. FR_245_Upper_Culvert_Cleaning(1).pdf	75 KB	Adobe Acrobat Document	9/9/2010 9:55 AM
22. FR_245_Upper_Culvert_Install_1(1).pdf	58 KB	Adobe Acrobat Document	9/9/2010 9:56 AM
23. FR_245_Upper_Culvert_Install_2(1).pdf	76 KB	Adobe Acrobat Document	9/9/2010 9:56 AM
24. FR_245_Upper_Culvert_Install_3(1).pdf	72 KB	Adobe Acrobat Document	9/9/2010 9:56 AM
25. FR_245_Upper_Pock_Barrier(1).pdf	105 KB	Adobe Acrobat Document	9/9/2010 9:57 AM
26. FR_245_Upper_Brushing_Limits(1).pdf	117 KB	Adobe Acrobat Document	9/9/2010 9:58 AM
27. pkl.log	6 KB	Text Document	9/9/2010 9:58 AM
28. FR_245_Upper_Grade_Req_Table.pdf	526 KB	Adobe Acrobat Document	9/10/2010 9:06 AM
29. FR_245_Upper_Drawings.pdf	1,696 KB	Adobe Acrobat Document	9/10/2010 9:09 AM
30. GOVERNMENT_ESTIMATE_DATA.docx	15 KB	Microsoft Office Word Document	9/22/2010 8:50 AM
31. Specifications_245_Upper.docx	90 KB	Microsoft Office Word Document	9/22/2010 9:51 AM
32. Grounding_proposal_1_temp.xlsx	12 KB	Microsoft Office Excel Worksheet	9/22/2010 9:57 AM
33. NEW_FR_245_Upper_GVT_Estimate 3.doc	46 KB	Microsoft Office Word 97 - 2003 Document	9/22/2010 11:03 AM
34. GOVERNMENT_ESTIMATE_DATA_2.docx	15 KB	Microsoft Office Word Document	9/22/2010 11:04 AM
35. NEW_FR_245_Upper_GVT_Estimate 3_rev_rip.doc	42 KB	Microsoft Office Word 97 - 2003 Document	9/22/2010 11:52 PM
36. FR_245_Upper_REBID 2.xls	19 KB	Microsoft Office Excel 97-2003 Worksheet	9/22/2010 5:06 PM
37. Grounding_proposal_2.pdf	265 KB	Adobe Acrobat Document	9/22/2010 8:18 PM
38. NEW_FR_245_Upper_GVT_Estimate 4.doc	41 KB	Microsoft Office Word 97 - 2003 Document	9/23/2010 9:28 AM
39. Agg_Haul_cals_Monahan.xlsx	17 KB	Microsoft Office Excel Worksheet	9/23/2010 11:51 AM
40. FR_245_Upper.bak	1,067 KB	Bak File	9/23/2010 12:54 PM
41. Agg_Haul_cals_Mountain.xlsx	17 KB	Microsoft Office Excel Worksheet	9/23/2010 1:52 PM
42. FR_245_Upper.dwg	1,672 KB	AutoCAD Drawing	9/23/2010 4:16 PM
43. Regulation 434194_2.pdf	62 KB	Adobe Acrobat Document	9/23/2010 4:23 PM
44. Justification_for_accepting_high_bid.docx	14 KB	Microsoft Office Word Document	9/23/2010 4:57 PM
45. Copy of road_245_upper_roadlog_9-24-10.xls	57 KB	Microsoft Office Excel 97-2003 Worksheet	9/24/2010 9:25 AM
46. road_245_upper_roadlog_9-9-10.xls	60 KB	Microsoft Office Excel 97-2003 Worksheet	9/24/2010 5:40 PM
47. 00100922_email_Grounding.pdf	39 KB	Adobe Acrobat Document	9/24/2010 6:33 PM
48. NEW_FR_245_Upper_GVT_Estimate 5.doc	40 KB	Microsoft Office Word 97 - 2003 Document	9/24/2010 6:50 PM

*RICH*

*GROUNDING*

*GROUNDING SIGNED*

*RICH*

*RICH EMAIL*



# GOVERNMENT ESTIMATE

## SECTION B – SERVICES AND PRICES

### NATIONAL FOREST ROAD 245 ROAD MAINTENANCE UPPER SECTION

Mountainair Ranger District  
Cibola National Forest  
Torrance County, New Mexico

**B-1 - SCHEDULE OF ITEMS**

ITEM NO.	DESCRIPTION	METHOD OF MEASURE	PAY UNIT	EST. QTY.	UNIT PRICE	TOTAL PRICE
15101	Mobilization	LSQ	Lump Sum	1	\$15,000	\$15,000
25101	6-12" Placed riprap	DQ	Cubic Yard	480	\$ 37	\$17,760
30111	1" Aggregate surface course, 4" deep	DQ	Cubic Yard	2613	\$ 35	\$91,455
30318	Road reconditioning, In slope / Out slope roadbed with ditch	DQ	Mile	3.9	\$2,500	\$ 9,750
60701	Clean culvert in place, including excavating inlet area	AQ	Each	27	\$850	\$22,950
60202	30 inch pipe culvert, 0.064 inch thick, 40 linear feet	AQ	Each	5	\$8,000	\$40,000
60203	Remove and replace 30 inch pipe culvert, 0.064 inch thick, 40 linear feet	AQ	Each	1	\$9,000	\$9,000
	SUB-TTL					\$205,915
	BOND/O&P					\$30,887
	NMGRT					\$16,290
	GRAND TTL					\$253,094

*Est. 2007 Est. completed for Kevin Bostwick received on 10/10/07 for report.*

*10/10/07*



Imagery Date: Jun 30, 2005

34°40'39.32" N 106°23'17.89" W elev 7627 ft

© 2009 Europa Technologies

Image NMRGIS

Image © 2009 DigitalGlobe

© 2009 Google

Google

Eye alt: 36503 ft

Imagery Date: Jun 30, 2005

34°40'59.03" N 106°23'46.51" W elev: 7884 ft

© 2009 Europa Technologies  
Image NMRGIS

© 2009 Google

Eye alt: 22938 ft

Google



# GOVERNMENT ESTIMATE

## SECTION B – SERVICES AND PRICES (NFR 245 Road Maintenance - Upper Section)

Mountainair Ranger District  
Cibola National Forest  
Torrance County, New Mexico

ITEM NO.	DESCRIPTION	METHOD OF MEASURE	PAY UNIT	EST. QTY.	UNIT PRICE	TOTAL PRICE
15101	Mobilization	LSQ	Lump Sum	1	\$10,000	\$10,000
30301	Recondition Existing Grade dips	AQ	Each	23	\$150	\$3,450
30302	Remove Grade Dip	AQ	Each	2	\$200	\$400
30303	Construct Grade dips	AQ	Each	14	\$500	\$7,000
30304	Recondition Existing Turnout	AQ	Each	9	\$100	\$ 900.00
30305	Road prism reconditioning	DQ	Mile	3.8	\$2,000	\$7,600
60201	18 inch pipe culvert, 0.064 inch thick	DQ	LF	5	\$4,000	\$20,000
60202	24 inch pipe culvert, 0.064 inch thick	DQ	LF	1	\$4,500	\$4,500
60203	36 inch pipe culvert, 0.064 inch thick	DQ	LF	1	\$5,000	\$5,000
60701	Clean CCC catch basin and culvert in place	AQ	Each	34	\$800	\$27,200
70301	Crushed aggregate 1-inch, NMSH Type I-B Base Course, Compaction method C	DQ	Cubic Yard	2972	\$35	\$104,020
71801	Traffic signs (0.080-inch thick aluminum sheets)	AQ	SF	36	\$25	\$900
72530	Rock Barrier	AQ	Each	5	\$250	\$1,250
	SUB-TOTAL					\$192,220
	NMGRT					\$12,975
	<b>GRAND TOTAL</b>					<b>\$205,195</b>

*Handwritten notes:* ... estimate ...

*Handwritten signature:* \_\_\_\_\_

**NATIONAL FOREST ROAD 245 UPPER SECTION - ROAD MAINTENANCE LOG**

MILEPOST FROM FOREST BOUNDARY	NOTES	WORK ITEMS AT EACH SITE		
2.727	Forest Service Gate	BEGIN road reconditioning, in slope / out slope roadbed with jilch	BEGIN placing crushed aggregate	Place rock barrier on user created road adjacent to FS Gate
2.743	Grade Dip	Maintain Existing Grade Dip		
2.772	24" Culvert	Clean culvert		
2.781	Grade Dip	Maintain Existing Grade Dip		
2.786	Grade Dip	Maintain Existing Grade Dip		
2.851	Water X-ing road	Construct Grade Dip		
2.896	Water X-ing road	Construct Grade Dip		
2.933	Grade Dip	Maintain Existing Grade Dip		
3.011	Water X-ing road	Construct Grade Dip		
3.057	Water X-ing road	Construct Grade Dip		
3.091	Grade Dip	Maintain Existing Grade Dip		
3.097	Turn out left	Maintain Existing Turnout		
3.129	CCC (Civilian Conservation Corps) Catch basin & 18" Culvert	Clean CCC catch basin and culvert		
3.179	Grade Dip	Maintain Existing Grade Dip		
3.202	CCC Catch basin & 24" Culvert			
3.244	Grade Dip	Maintain Existing Grade Dip		
3.275	CCC Catch basin & 18" Culvert	Clean CCC catch basin and culvert		
3.306	Grade Dip	Maintain Existing Grade Dip		
3.338	Grade Dip/Burned TURN RIGHT 30"X30" (W1-1R) sign	Maintain Existing Grade Dip	Remove and replace 30"X30" (W1-1R) sign	
3.345	CCC Catch basin & 24" Culvert			
3.375	Grade Dip	Maintain Existing Grade Dip		
3.427	Grade Dip	Maintain Existing Grade Dip		
3.431	Damaged CCC headwall & 38" Culvert	Replace with 36" culvert	Damaged CCC headwall to remain in place	
3.464	Damaged SWITCHBACK LEFT 30"X30" (W1-1L) sign on left	Remove and replace 30"X30" (W1-1L) sign		
3.467	Dip	Remove dip and construct grade dip		
3.479	CCC Catch basin & 12" Culvert	Clean CCC catch basin and culvert		
3.556	Grade Dip	Maintain Existing Grade Dip		
3.599	Grade Dip	Maintain Existing Grade Dip		

**NATIONAL FOREST ROAD 245 UPPER SECTION - ROAD MAINTENANCE LOG**

MILEPOST FROM FOREST BOUNDARY	NOTES	WORK ITEMS AT EACH SITE		
3.606	CCC Catch basin & 12" Culvert	Clean CCC catch basin and culvert		
3.652	CCC Catch basin & 24" Culvert	Clean CCC catch basin and culvert		
3.817	CCC Catch basin & 12" Culvert	Clean CCC catch basin and culvert		
3.911	Grade Dip	Maintain Existing Grade Dip		
3.940	CCC Catch basin & 12" Culvert	Clean CCC catch basin and culvert		
3.970	Turn out right	Maintain Existing Turnout		
4.007	Grade dip	Remove grade dip	Install new 18" culvert	
4.047	Grade Dip	Maintain Existing Grade Dip		
4.063	Turn out right	Maintain Existing Turnout		
4.083	Damaged CCC Catch basin & 12" Culvert	Decommission CCC catch basin and culvert	Install new 18" culvert 20 ft up road	
4.126		Construct Grade Dip		
4.166	CCC Catch basin & 18" Culvert	Clean CCC catch basin and culvert		
4.225	Turn out right	Maintain Existing Turnout		
4.246	CCC Catch basin & 18" Culvert	Clean CCC catch basin and culvert		
4.294	Grade Dip	Maintain Existing Grade Dip		
4.306	CCC Catch basin & 18" Culvert	Clean CCC catch basin and culvert		
4.365	CCC Catch basin buried & 18" Culvert	Clean CCC catch basin and culvert		
4.386		Construct Grade Dip		
4.424	CCC Catch basin buried & 18" Culvert	Clean CCC catch basin and culvert		
4.465		Construct Grade Dip		
4.496	Grade Dip	Maintain Existing Grade Dip		
4.504	CCC Catch basin & 36" Culvert	Clean CCC catch basin and culvert		
4.515	Water X-ing road	Install new 24" culvert		
4.547	Grade Dip	Maintain Existing Grade Dip		
4.597	Grade Dip	Maintain Existing Grade Dip		
4.605	CCC Catch basin buried & 24" Culvert	Clean CCC catch basin and culvert		
4.650	Grade Dip	Maintain Existing Grade Dip		
4.660	CCC Catch basin & 24" Culvert	Clean CCC catch basin and culvert		
4.685	Water X-ing road	Construct Grade Dip		

NATIONAL FOREST ROAD 245 UPPER SECTION - ROAD MAINT. ICE LOG

MILEPOST FROM FOREST BOUNDARY	NOTES	WORK ITEMS AT EACH SITE		
4.728	Grade Dip	Maintain Existing Grade Dip		
4.733	CCC Catch basin & 18" Culvert	Clean CCC catch basin and culvert		
4.783	Water X-ing road and eroding fill slope	Install new 18" culvert		
4.817	CCC Catch basin buried & 18" Culvert	Clean CCC catch basin and culvert		
4.866	Turn out right	Maintain Existing Turnout		
4.878	CCC Catch basin buried & 18" Culvert	Clean CCC catch basin and culvert		
4.906	Grade Dip eroded	Construct Grade Dip		
4.959	Turn out right	Maintain Existing Turnout		
4.975	CCC Catch basin buried & 18" Culvert	Clean CCC catch basin and culvert		
5.036	Grade Dip	Maintain Existing Grade Dip		
5.071	Grade Dip	Maintain Existing Grade Dip		
5.131	CCC Catch basin buried & 18" Culvert	Clean CCC catch basin and culvert		
5.227	CCC Catch basin buried & 18" Culvert	Clean CCC catch basin and culvert		
5.275	CCC Catch basin buried & 18" Culvert	Clean CCC catch basin and culvert		
5.343	CCC Catch basin buried & 18" Culvert	Clean CCC catch basin and culvert		
5.386		Construct Grade Dip		
5.407	Turn out right	Maintain Existing Turnout		
5.427	CCC Catch basin buried & 18" Culvert	Clean CCC catch basin and culvert		
5.470		Construct Grade Dip		
5.506	CCC Catch basin buried & 18" Culvert	Clean CCC catch basin and culvert		
5.585	Junction Left			
5.604	Junction Right			
5.616	Damaged TURN RIGHT 30"X30" (W1-1R) sign, and 10 MPH 18"X18" (W13-1) sign	Remove and replace 30"X30" (W1-1R) sign	Remove and replace 18"X18" (W13-1) sign	
5.644	Turn out left	Maintain Existing Turnout		
5.676	Damaged TURN LEFT 30"X30" (W1-1R) sign, and 10 MPH 18"X18" (W13-1) sign	Construct Grade Dip	Remove and replace 30"X30" (W1-1L) sign	Remove and replace 18"X18" (W13-1) sign
5.692	Junction Right (Electronic site)			
5.745	CCC Catch basin & 18" Culvert	Clean CCC catch basin and culvert		
5.752	Damaged TURN RIGHT 30"X30" (W1-1R) sign	Remove and replace 30"X30" (W1-1R) sign		
5.784	Turn out left	Maintain Existing Turnout		
5.797	CCC Catch basin & damaged 18" Culvert	Decommission CCC catch basin and culvert	Install new 18" culvert 20 ft up road	



# GOVERNMENT ESTIMATE

## SECTION B – SERVICES AND PRICES (NFR 245 Road Maintenance - Upper Section)

Mountainair Ranger District  
Cibola National Forest  
Torrance County, New Mexico

ITEM NO.	DESCRIPTION	METHOD OF MEASURE	PAY UNIT	EST. QTY.	UNIT PRICE	TOTAL PRICE
15101	Mobilization	LSQ	Lump Sum	1	\$15,956	\$15,956
25101	Placed Rip-Rap, size 4-6 inch	DQ	Cubic Yard	25	\$77	\$1,925
30101	Crushed aggregate 1-inch, NMSH Type I-B Base Course	DQ	Cubic Yard	3,567	\$36.26	\$129,339
30102	Contractor Sampling and Testing	LSQ	Lump Sum	1	\$1,500	\$1,500
30301	Road Reconditioning	DQ	Mile	3.8	\$3,345	\$12,711
30302	Construct Grade dips	AQ	Each	14	\$241	\$3,374
60201	18 inch pipe culvert, 0.079 inch thick, Compaction Method C	DQ	LF	150	\$80	\$12,000
60202	24 inch pipe culvert, 0.079 inch thick, Compaction Method C	DQ	LF	30	\$94	\$2,820
60203	36 inch pipe culvert, 0.079 inch thick, Compaction Method C	DQ	LF	30	\$138	\$4,140
60701	Clean CCC catch basin and culvert in place	AQ	Each	34	\$244	\$8,296
71801	Traffic signs (0.080-inch thick aluminum sheets)	AQ	SF	28	\$22	\$616
72530	Rock Barrier	AQ	Each	5	\$113	\$565
	SUB-TOTAL					\$193,242
	NMGRT (5.9375%)					\$11,474
	<b>GRAND TOTAL</b>					<b>\$204,716</b>

## CONTRACT PACKAGE CHECKLIST/ROUTING

PROJECT TITLE: NFR 245 ROAD MAINTENANCE – UPPER SECTION

POINT OF CONTACT/REQUESTER: HENRY MARTINEZ

- 6300-4 Request for Contract Action  
(Construction over \$2,000. and Service over \$2,500.)
- IAS Requisition       Requisition Number: \_\_\_\_\_
- Signed Commitment Worksheet, FS-6500-202 (over \$5,000.)
- Project Work Plan
- Listed on Acquisition Plan (over \$2,500. OR, \$2,000. for construction)  
(if not, attach signed form – R3-FS-6300-5)
- Detailed Government estimate
- List of prospective vendors, if available

IF APPLICABLE:

- Specifications
- Schedule of Items
- Drawings
- Maps
- Evaluation criteria
- Quotations
  
- E-mail to AQM (Greg Martinez) requisition coming/to budget approver,  
and give Requisition Number.

TO BUDGET APPROVER: \_\_\_\_\_

DATE: \_\_\_\_\_

TO AQM: \_\_\_\_\_

DATE: \_\_\_\_\_

TO BUYER: \_\_\_\_\_

DATE: \_\_\_\_\_

## GOVERNMENT ESTIMATE DATA

### SECTION B – SERVICES AND PRICES (NFR 245 Road Maintenance - Upper Section)

Mountainair Ranger District  
Cibola National Forest  
Torrance County, New Mexico

#### 15101 Mobilization

$\$177,286 * (9\%) = \$15,956$

Pg. 43 from 09 Cost Guide

#### 25101 PLACED RIPRAP, SIZE 4"-6", MACHINE PLACED

RIP-RAP for culvert placement

Approx  $20\text{ft} * 2\text{ft} * 3\text{ft} = 120 \text{ CF} / 27 = 4.44 \text{ CY}$

$4.44 \text{ CY} * 5 \text{ Culverts} = 22 \text{ CY}$  rounded to 25 CY

Machine Placed Rip-Rap for Culvert  $\$77/\text{CY}$

Pg. 79 from 09 Costs Guide

#### 30301 Road Reconditioning

Pull ditch =  $\$380/\text{mile} * (3.8 \text{ miles}) \Rightarrow \$1,444$

Scarifying and shaping =  $[\$(1,130+1530)/2]/\text{mile} * (3.8 \text{ miles}) \Rightarrow \$5,054$

Finish grading with a blade =  $[\$(500+370)/2]/\text{mile} * (3.8 \text{ miles}) \Rightarrow \$1,653$

Compaction =  $[\$(1,030+1370)/2]/\text{mile} * (3.8 \text{ miles}) \Rightarrow \$4,560$

$1444 + 5054 + 1653 + 4560 = 12,711$

$12,711 / 3.8 \text{ miles} = 3,345/\text{mile}$

Pg. 85 from 09 Cost Guide

#### 30302 Construct Grade Dips

Foreman  $\$16.82/\text{hr}$

Gen. Laborer  $\$10.11/\text{hr}$

Grader Oper. \$13.25/hr  
Grader \$80.41/hr

$16.82+10.11+13.25+80.41=\$120.59/\text{hr}$   
 $\$120.59/\text{hr} * 2\text{hrs} = \$241.18 \text{ Each}$

Pg. 25, 118 from 09 Costs Guide

**60201 18 inch pipe culvert, 0.079 inch thick, Compaction Method C**

Compaction Method C = \$16/LF

Install Cost = \$30.50/LF

Culvert Material Base Price = \$19.80/LF

Increase in cost by a factor of 1.2 to reflect longer lengths of steepness of side slopes.

$(16+30.50+19.80)*1.2 = \$79.56$

Pg. 107 from 09 Cost Guide

**60201 24 inch pipe culvert, 0.079 inch thick, Compaction Method C**

Compaction Method C = \$16/LF

Install Cost = \$35.70/LF

Culvert Material Base Price = \$26.15/LF

Increase in cost by a factor of 1.2 to reflect longer lengths of steepness of side slopes.

$(16+35.70+26.15)*1.2 = \$93.42$

Pg. 107 from 09 Cost Guide

**60201 36 inch pipe culvert, 0.079 inch thick, Compaction Method C**

Compaction Method C = \$16/LF

Install Cost = \$59.80/LF

Culvert Material Base Price = \$39.00/LF

Increase in cost by a factor of 1.2 to reflect longer lengths of steepness of side slopes.

$$(16+59.80+39.00)*1.2 = \$137.76$$

Pg. 107 from 09 Cost Guide

**60701 Clean CCC catch basin and culvert in place**

Foreman                      \$16.82/hr  
Gen. Laborer                \$10.11/hr  
Gen. Laborer                \$10.11/hr  
Water tanker, highway     \$44.07  
 $16.82+10.11+10.11+44.07 = \$81.11/hr$   
 $\$81.11/hr*3hrs = \$243.33$  Each

Pg. 118 from 09 Costs Guide

**70301 Crushed aggregate 1-inch, NMSH Type I-B Base Course**

$[(3.8 \text{ miles})*(5280 \text{ ft})*(4 \text{ inches}/12 \text{ inches})*(12 \text{ ft wide road})]/27 = 2972 \text{ CY}$  (compacted in place)

$$(2972 \text{ CY})*(0.20 \text{ SHRINK}) = 595 \text{ CY}$$

$$2972 \text{ CY} + 595 = 3567 \text{ CY (loose in truck)}$$

$$(3567 \text{ CY})*(1.45 \text{ TONS/CY}) = 5173 \text{ TONS}$$

$$\text{Material Cost } (\$15/\text{TON})*(5173 \text{ TONS}) = \$77,595$$

$$\text{Material Placement } (\$10/\text{TON})*(5173 \text{ TONS}) = \$51,730$$

$$(\$25/\text{TON})*(5173 \text{ TONS}) = \$129,325$$

$$\$129,325/3567 \text{ CY} = \$36.26/\text{CY}$$

**71801 Traffic signs (0.080-inch thick aluminum sheets)**

$$4*(30''*X30'' \text{ SIGNS}) = 25 \text{ SF}$$

$$2*(18''*X18'' \text{ SIGNS}) = 3 \text{ SF}$$

30''\*X30'' SIGNS @ \$50 EACH

18''\*X18'' SIGNS @ \$18 EACH

POSTS WITH MOUNTING HARDWARE @ 50 EACH

Foreman	\$16.82/hr
Gen. Laborer	\$10.11/hr
Gen. Laborer	\$10.11/hr

$$4*($50)+2*(18)+6*(50)+[16.28+10.11+10.11]*1 \text{ hr} = \$609$$

$$\$609/28 \text{ SF} = \$21.75/\text{SF}$$

### **72530 Rock Barrier**

36" Min rock boulder @ \$50

Foreman	\$16.82/hr
Gen. Laborer	\$10.11/hr
Excavator Operator	\$13.48/hr
Hydraulic Excavator	\$85.44/hr

$$\$50+[16.82+10.11+13.48+85.44]*30 \text{ min} = \$113 \text{ per boulder}$$

**NFR 245 ROAD MAINTENANCE – UPPER SECTION**

**SECTION C--DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

**C-1 – PROJECT DESCRIPTION AND LOCATION**

(a) **Description of Work:** A wild land fire in 2008 caused extensive watershed damage to Forest Road 245. Damage includes the wash out of sections of the road bed, extensive sediment transfer, the clogging of culverts, and damage to existing road features. This project involves earth work to fill in washed out sections of the road, re-establish roadway section including ditches, and the installation, repair and cleaning of roadway culverts and storm drain inlets.

(b) **Project Location:** Project is located in the Cibola National Forest, Mountainair Ranger District, within the Manzano Mountains on Forest Road 245. Forest Road 245 is located in Township 5 North, Range 5 East, approximately 2 miles east of State Road 55 and the Town of Manzano.

**C-2 – ESTIMATED PROJECT CONSTRUCTION COST.** \$250,000.00-500,000.00

**C-3 – PERIOD OF PERFORMANCE.** 90 calendar days

**C-4 – SPECIFICATIONS.** All construction completed as part of this contract shall adhere to STANDARD SPECIFICATIONS FOR CONSTRUCTION OF ROADS AND BRIDGES ON FEDERAL HIGHWAY PROJECTS (FP-03) U.S. Customary Units (U.S. DEPARTMENT OF TRANSPORTATION, Federal Highway Administration) (2003). Standard Specifications for Construction of Roads & Bridges on Federal Highway Projects (FP-03) are included by reference only. The requirements contained in the referenced Standard Specifications are hereby made a part of this solicitation and any resultant contract, unless superseded by Forest Service Supplemental Specifications contained herein.

Copies of the Standard Specifications for Construction of Roads & Bridges on Federal Highway Projects (FP-03) are available online at:  
<http://www.wfl.fhwa.dot.gov/design/specs/fp03.htm>

**FOREST SERVICE SUPPLEMENTAL SPECIFICATIONS:** The Supplemental Specifications included below replace, supercede, or augment specifications contained in FP-03 Standard Specifications as noted and are made part of this contract:

**FSSS 101-- TERMS, FORMAT, AND DEFINITIONS:**

Add to Subsection 101.01 Meaning of Terms:

Delete all references in FP-03 to Transportation Acquisition Regulations (TAR) in the specifications.

Add to Subsection 101.03 Abbreviations (a) Acronyms:

COR - Contracting Officer Representative

Add to Subsection 101.03 Abbreviations (b) SI symbols:

mp	Milepost
ppm	Part Per Million

Delete the following definitions and substitute the following to Subsection 101.04

Definitions:

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

Add the following Definitions:

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

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

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

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

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

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

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

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

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

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

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

### **Determination of Quantities**

The following measurements and calculations are used to determine contract quantities.

- For individual construction items, longitudinal and lateral measurements for area computations shall be made horizontally or corrected to horizontal measurement unless otherwise specified.
- The average end area method shall be used to compute volumes of excavation or embankment.
- For items that have linear measurements, such as pipe culverts, measurements shall be made parallel to the base or foundation upon which the structures are placed.

### **Units of Measurement**

Payment will be by units defined and determined according to measure. Unless otherwise specified, the meanings of the following terms are as follows:

- Cubic Yard-Measure solid volumes by the average end area method.
  1. Measure cross sections of the original ground and use with design templates to determine the end areas. Do not measure work outside of the established lines or slopes.
  2. Compute the quantity using average end areas multiplied by the horizontal distance along a centerline or reference line between the end areas. Deduct any quantity outside the designated or staked limits.
- Each-One entire unit, which may consist of one or more parts. The quantity is the actual number of units completed and accepted.
- Linear Foot-Measure from end to end, parallel to the base or foundation base measured, or horizontal.
- Lump Sum-Do not measure directly. The bid amount is complete payment for all work described in the contract and necessary to complete the work for that item.

### **Methods of Measurement**

One of the following methods of measurement for determining final payment is DESIGNATED IN THE SCHEDULE OF ITEMS for each PAY ITEM:

- Designed Quantities (DQ)-These quantities denote the final number of units to be paid for under the terms of the contract. They are based upon the original design data available prior to advertising the project. Original design data include the preliminary survey information, design assumptions, calculations, drawings, and the presentation in the contract. Changes in the number of units DESIGNATED IN THE SCHEDULE OF ITEMS may be authorized under any of the following conditions:
  1. Changes in the work authorized by the CO.
  2. A determination by the CO that errors exist in the original design that cause a PAY ITEM quantity to change by 15 percent or more.
  3. A written request submitted to the CO showing evidence of errors in the original design that cause the quantity of a PAY ITEM to change by 15 percent or more. The evidence must be verifiable and consist of calculations, drawings, or other data that show how the designed quantity is in error.
- Actual Quantities (AQ)-These quantities are determined from measurements of completed work.
- Lump Sum Quantities (LSQ)-These quantities denote one complete unit of work as required by or described in the contract, including necessary materials, equipment, and labor to complete the job.

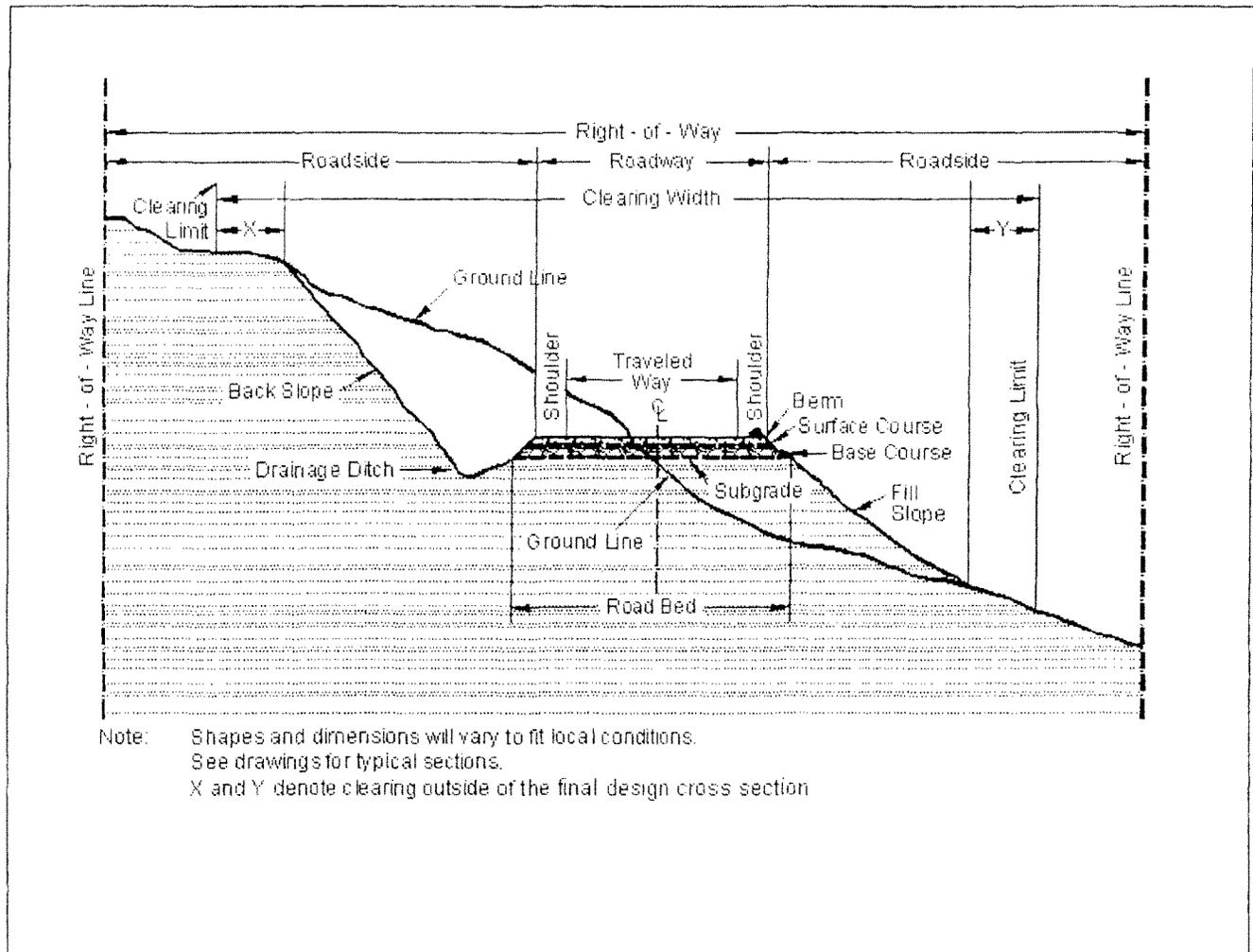


Figure 101-1--Illustration of road structure terms.

## **FSSS102 – BID, AWARD, AND EXECUTION OF CONTRACT**

Delete Section 102 in its entirety.

## **FSSS 103 – SCOPE OF WORK**

Delete all but Subsection 103.01 Intent of Contract.

## **FSSS 104 – CONTROL OF WORK**

Delete Sections 104.01, 104.02, and 104.04.

Add the following subsection:

### **104.06 Use of Roads by Contractor**

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

## **FSSS 105 – CONTROL OF MATERIAL**

Add to Subsection 105.02 Material Sources (a) Government Provided Sources:

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

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

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

## **FSSS 106 – ACCEPTANCE OF WORK**

Delete Subsection 106.01 and substitute the following:

Follow the requirements of FAR Clause 52.246-12 Inspection of Construction.

References to standard test methods of AASHTO, ASTM, GSA, and other recognized standard authorities refer to the methods in effect on the date of solicitation for bids.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Delete subsection 106.07.

## **FSSS107. – LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC:**

### 107.06 Contractor's Responsibility for Work.

Delete the entire subsection.

### 107.09 Legal Relationship of the Parties.

Delete the entire subsection:

### 107.10 Environmental Protection.

Add the following:

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

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

- Description of the item spilled (including identity, quantity, manifest number, and other identifying information).
- Whether amount spilled is EPA or state reportable, and if so whether it was reported, and to whom.
- Exact time and location of spill including a description of the area involved.
- Containment procedures.
- Summary of any communications contractor had with news media, Federal, state and local regulatory agencies and officials, or Forest Service officials.
- Description of clean-up procedures employed or to be employed at the site including final disposition and disposal location of spill residue.

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

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

Add Subsection 107.12:

**107.12 Protection of Existing Archeological Elements.** Existing storm inlets and culverts have been identified as archeologically significant and must not be disturbed or damaged during construction unless directed by the COR. Report any damage of existing elements to the COR immediately.

#### **FSSS108. -- PROSECUTION AND PROGRESS**

Delete Section 108 in its entirety.

#### **FSSS109. -- MEASUREMENT AND PAYMENT:**

Delete the following entire subsections:

- 109.06 Pricing of Adjustments.
- 109.07 Eliminated Work.
- 109.08 Progress Payments.
- 109.09 Final Payment.

#### **109.02 Measurement Terms and Definitions.**

(b) Contract quantity.

Add the following:

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

Change the following:

“(b) Cubic yard” to “(c) Cubic yard”.

#### **FSSS204. – EXCAVATION AND EMBANKMENT:**

Add to Section 204.13

(e) Grade Dip Construction

Grade dips are to be constructed and reshaped as shown on the drawings to ensure proper drain ability allowing water to sheet across the road, without impeding the natural flow of water.

Add to Subsection 204.10 Embankment Construction:

(b) Embankment within the roadway prism.

Delete section (b) and replace with the following:

***Specific Methods.*** Place all embankments using one or more of the following methods, as listed in the SCHEDULE OF ITEMS:

*(1) Method 1—Side Casting & End Dumping.* Place embankment by side casting and end dumping. Build solid embankments by working smaller rocks and fines in with the larger rocks and fines to fill the voids.

*(2) Method 2—Layer Placement.* Roughen or step surfaces steeper than a ratio of 3 horizontal to 1 vertical (3:1) upon which embankment is to be placed, when shown on plans, in order to provide permanent bonding of new and old materials.

Layer place embankment, except over rock surfaces. Over rock surfaces, place material by end dumping to the minimum depth needed for operation of spreading equipment. Level and smooth each embankment layer before placement of subsequent layers. Operate hauling and spreading equipment uniformly over the full width of each layer.

Place suitable material in layers no more than 12 inches thick, except when the material contains rock more than 9 inches in diameter, in which case layers may be of sufficient thickness to accommodate the material involved. Ensure that no layer exceeds 2 feet before compaction.

Placing individual rocks or boulders greater than 2 feet in diameter will be permitted, provided that the embankment will accommodate them and that they are at least 6 inches below the subgrade. Carefully distribute rocks and fill the voids with finer material to form a dense and compacted mass.

Where material containing large amounts of rock is used to construct embankments, make layers of sufficient thickness to accommodate the material involved. Construct a solid embankment with adequate compaction by working smaller rock and fines in with the larger

rocks to fill the voids, and by operating hauling and spreading equipment uniformly over the full width of each layer as the embankment is constructed.

Ensure that material is at a moisture content suitable to obtain a mass that will not visibly deflect under the load of the hauling and spreading equipment. Field drain and dry excessively wet material that is otherwise suitable for embankment before placement.

*(3) Method 3—Layer Placement (Roller Compaction).* Place embankments as specified in method 2. Place in horizontal layers not exceeding 12 inches prior to compaction, except when the material contains rock more than 9 inches in diameter, in which case layers may be of sufficient thickness to accommodate the material involved. Obtain compaction using equipment listed in Subsection 204.11(a). Operate compaction equipment over the full width of each layer until visible deformation of the layer ceases or, in the case of the sheepfoot roller, the roller “walks out” of the layer. Make at least three complete passes.

*Method 4—Controlled Compaction.* Place embankments as specified in method 2; but place earth embankments in horizontal layers not exceeding 12 inches (loose measure), and compact them. Ensure that the moisture content of material is suitable for attaining the required compaction. Compact the embankments and the top 12 inches of excavation sections to at least 95 percent of the maximum density, as determined by AASHTO T 99, method C or D.

Determine the density of the embankment material during the progress of the work, in accordance with AASHTO T 191, T 205, or T 238; and T 217, T 239, or T 255. Correct for coarse particles in accordance with AASHTO T 224.

Density requirements will not apply to portions of rock embankments that cannot be tested in accordance with approved methods. When this condition exists, accomplish compaction by working smaller rocks and fines in with the larger rocks to fill the voids and by operating equipment over the embankment materials.

*(5) Method 5—Side casting, End Dumping, Layer Placement, and Controlled Compaction.* Place embankment as specified in Method (1) until the minimum width necessary to operate the spreading equipment is obtained. Place the remainder of the embankment as specified in Method (2) except a minimum depth of 1 foot below subgrade to be placed as specified in Method (3). Embankments otherwise shown on the plans to be entirely placed as specified in Method (3).

## **FSSS209. -- Structure Excavation and Backfill**

### **209.10 Backfill.**

#### Add the following:

On each side of the pipe, excavate an area at least as wide as the diameter of the pipe. Backfill without damaging or displacing the pipe. Complete backfilling of the trench with suitable material.

## 209.11 Compacting.

Delete the subsection and add the following:

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

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

**Method B.** Adjust the moisture content of the backfill material to a moisture content suitable for compaction. Compact each 6 inch layer with a minimum of three complete passes with a mechanical tamper, approved by the COR.

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

## 209.12 Acceptance

Add the following:

Compaction methods (A) and (B) do not require sampling and testing.

## FSSS303. – ROAD RECONDITIONING:

Delete Section 303 and substitute the following:

### Description

**303.01** This work consists of reconditioning/re-establishing ditches, shoulders, roadbeds, grade dips, turnouts, cattle guards and aggregate surfaces. When necessary, furnish water free of substances detrimental to the work.

### Material

**303.02** Conform to the following Subsection:

Water

725.01

### Construction Requirements

**303.03 Road Prism Reconditioning, in slope/out slope roadbed with ditch.** Refer to road log for exact locations, and drawings.

Remove all organic, deleterious, or oversize material larger than 6 inches from the top 6 inches of subgrade. Dispose of waste according to ditch reconditioning. Scarify to a 6-inch depth, remove surface irregularities and soft unstable areas. Shape to provide uniform surface with a 2% cross slope, utilizing existing roadbed material and maintaining existing roadbed vertical alignment. Operate heavy equipment over the full width until there is no visible deflection.

Remove all slide material, sediment, vegetation, and other debris from the existing ditches and culvert inlets and outlets. Reshape ditches and culvert inlets and outlets to achieve positive drainage and a uniform ditch width, depth, and grade. Remove all harmful material including muck, frozen lumps, roots, sod, or rocks larger than 3 inches, and dispose of waste outside the brushing clearing limits. Do not deposit material in streams, streambeds, culvert inlets or outlets, drainage ways, or cattle guards.

**303.04 Shoulder Reconditioning** Remove all slide material, vegetation, and other debris from existing shoulders including shoulders of parking areas, turnouts, and other widened areas. Reshape shoulders and dispose of waste according to ditch reconditioning.

**303.05 Turnout Reconditioning**

Turnouts are to be maintained and reshaped as shown on the drawings while maintaining a 2% cross slope. Remove all slide material, vegetation, and other debris from existing turnout. Reshape turnouts to match existing roadway, and dispose of waste according to ditch reconditioning.

**303.06 Grade Dip Reconditioning**

Grade dips are to be maintained and reshaped as shown on the drawings to ensure proper drain ability allowing water to sheet across the road, without impeding the natural flow of water.

**303.07 Remove Grade Dip**

Completely obliterate existing grade dip and reshape the road prism as shown on the drawings.

**303.08 Low Water Crossing** Shape and finish the sub grade to a smooth surface and to the cross section required shown in the drawings. Dispose of unsuitable or excess excavation material outside of clearing limits.

**Measurement**

Measure the Section 303 items listed in the bid schedule and the following as applicable.

- Measure road prism reconditioning by the mile along the centerline of the roadway. Road prism reconditioning includes ditch and shoulder reconditioning.
- Measure grade dip construction, grade dip reconditioning, turnout reconditioning, remove grade dip by each individual item.

**Payment**

The accepted quantities will be paid at the contract price per unit of measurement for the Section 303 pay items listed in the bid schedule. Payment will be full compensation for the work prescribed in this Section.

**FSSS602. – CULVERTS AND DRAINS:**

Excavate and backfill according to Section 209.

Add Subsection 602.035:

**602.035 18, 24, 30, or 36 inch pipe culvert, and installation**

Refer to road log for culvert install locations, and drawings.

Furnish culvert pipe with a wall thickness not less than that shown on the schedule of items.

Culvert material shall not be ordered until the COR has accepted the final structure size, length, and alignment.

#### **602.05 Laying Metal Pipe.**

Delete the second paragraph and replace with the following.

Join pipe sections together with coupling bands according to AASHTO M 36 or M 196. Limit the use of bell and spigot joints to slopes of 10% or less. Limit the use of bands with projections (dimpled) to slopes of 15% or less.

#### **FSSS607. – CLEANING, RECONDITIONING, AND REPAIRING EXISTING DRAINAGE STRUCTURES:**

Delete Section 607.04 and replace with the following:

**607.04 Cleaning Culverts in Place.** Remove and dispose of all foreign material within the barrel and appurtenances of the culvert by any method that does not damage the culvert.

Clean CCC (Civilian Conservation Corp) catch basin by hand to ensure no damage to the existing inlet structure or culvert.\*

Dispose of waste of waste outside the brushing clearing limits, and do not deposit material in streams, streambeds, culvert inlets or outlets, drainage ways, or cattleguards.

All or part of a culvert designated to be cleaned in place may be removed, cleaned, and relayed according to Section 602\*\*.

\* Contractor's responsibility to conduct his operation in such a fashion to ensure archaeological sites is preserved. Should accidental damage occur, this could result in delays to the contractor along with the cost of repairs/restoring features.

\*\*Excludes culverts with CCC inlet catch basins, they are to be cleaned throughout while left in place.

#### **FSSS703. – AGGREGATE: 703.05 Subbase, Base, & Surface Course Aggregate.**

Replace (1) under 703.05(a) with the following:

(1) Los Angeles abrasion, AASHTO T 96                      40% max.

Replace (1) and add (3) under 703.05(c) with the following:



[Shopping Cart](#) | [Home](#) | [Logout](#) | [Preferences](#) | [Help](#)

[Shop](#) | | [Receiving](#)

[Requisitions](#) | [Notifications](#) | [Approvals](#)  
[Requisitions: Requisitions](#) >

### Requisition 434194

[Delete](#) | [Copy To Cart](#) | [Cancel Requisition](#) | [Change](#)

Description	<b>NFR 245 Road Maintenance - Upper Section</b>	Status	<u>In Process</u>
Created By	<b>MARTINEZ, HENRY</b>	Change History	<b>No</b>
Creation Date	<b>08-Jul-2010 20:27:15</b>	Urgent Requisition	<b>No</b>
Deliver-To	<b>Supervisor's Office 2113 Osuna Rd NE Albuquerque, , NM, 87113- 1001</b>	Attachment	<b>None</b>
		Note to Buyer	

Justification

#### Additional Information

FMMI Doc Number

#### Details

Line	Description	Need-By	Deliver-To	Unit	Quantity	Price	Amount (USD)	Details	Order
1	NFR 245 Road Maintenance - Upper Section	10-Jul-2010 00:00:00	83D5	DOLLAR US	260000	1 USD	260000.00		
							<b>Total 260000.00</b>		

[Return](#)

[Delete](#) | [Copy To Cart](#) | [Cancel Requisition](#) | [Change](#)

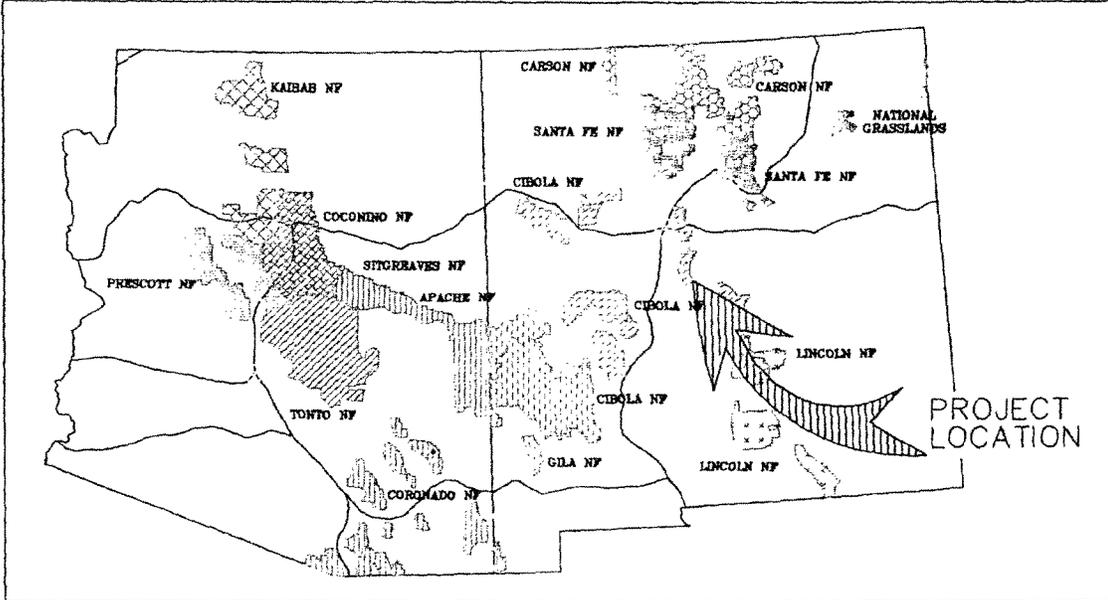
[Shop](#) | [Requisitions](#) | [Receiving](#) | [Shopping Cart](#) | [Home](#) | [Logout](#) | [Preferences](#) | [Help](#)  
Copyright (c) 2006, Oracle. All rights reserved. [Privacy Statement](#)

<b>REQUEST FOR CONTRACT ACTION</b> <i>(Reference FSH 6309.31)</i>		TO: ADMINISTRATIVE SERVICES	Date of Request July 9, 2010
		Name and Address of Requesting Unit  Cibola National Forest; Engineering 2113 Osuna Rd. NE Albuquerque, NM 87113-1001	
<b>PROJECT</b>	Type (x appropriate box) <input checked="" type="checkbox"/> construction of public works <input type="checkbox"/> non-personal services <input type="checkbox"/> Personal Property		
Name and Project Description NFR 245 Road Maintenance – Upper Section  This contract will be to maintain 3.80 miles of a National Forest Road, (NFR) 245 on the Mountainair Ranger District, Torrance County, New Mexico. The contract will include the following work items: road reconditioning and gravel surfacing, turnouts, grade dips, cleaning culverts, replacing culverts, and replacing damaged signs.			
<b>LOCATION</b>	State New Mexico	County Torrance	Unit Mountainair Ranger District
Brief description of how project can be located by prospective bidders  The project is accessed by traveling east on I-40 from Albuquerque, NM for 17 miles to New Mexico State Highway (NMSH) 337. Travel south on NMSH 337 30 miles to the junction of NMSH 55. Proceed west on NMSH 55 approximately 12 miles to the town of Manzano. Turn west on B 067 and proceed past the Forest Service boundary approximately 5 miles where the project begins.			
<b>PROGRAM DATA</b>	Available Appropriations Chargeable CMLG03	Quarter Apportioned 3	Estimate of Cost (Confidential) \$204,716
Recommended Contract Time 90 days	Desired Date for Starting Work August 1, 2010	Pre-Bid Meeting or Tour Desired No	Desired Date for Pre-Bid Mtg.
Location of Pre-Bid Meeting			
Person to Contact for Additional Information (Name) Henry Martinez/Richard Graves		Address 2113 Osuna Rd NE	
Qualified Contracting Officers Representative (Name) Richard Graves		Telephone Number 505-346-3900	
<b>ATTACHMENTS</b>		<input checked="" type="checkbox"/> Schedule of Items, Pages <u>1</u> <input checked="" type="checkbox"/> Specifications, Pages <u>20</u>	
<input type="checkbox"/> Supplementation Specifications, Pages _____		<input checked="" type="checkbox"/> Plans, Drawings and Maps (Including Itemized List)	
<input type="checkbox"/> Form 7700-18 (For Roads, Trails and Bridges Only)		<input type="checkbox"/> List of Interested Prospective Bidders	
Other Attachments or Remarks			
SIGNATURE	TITLE Forest Engineer	DATE July 9, 2010	

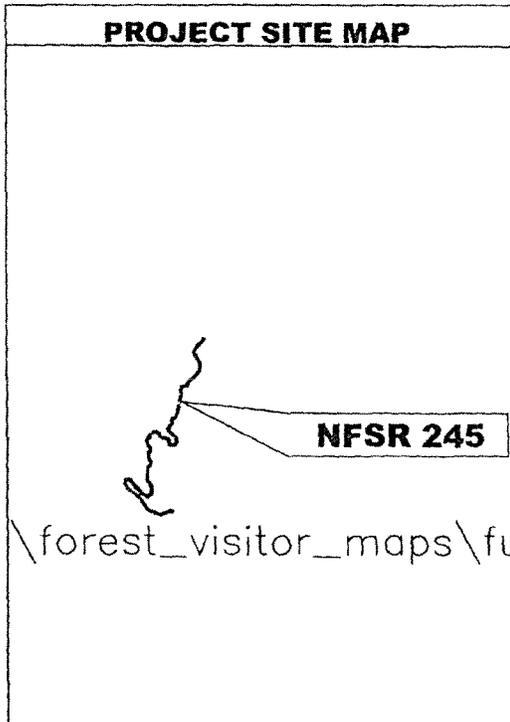
**DISTRIBUTION**  
 Original - Contracting Office  
 Yellow - Technical S

Pink - Budget Office  
 Blue - Requesting Unit File

# MAINTENANCE ON NATIONAL FOREST ROAD 245 LOCATION MAP



## PROJECT SITE MAP



## INDEX OF SHEETS

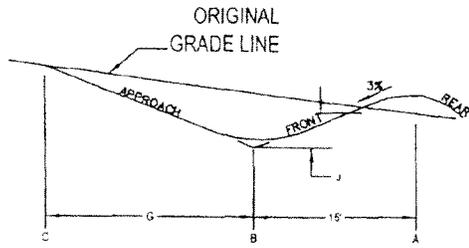
1. LOCATION MAPS and INDEX OF SHEETS
2. GRADE DIP DETAIL
3. GRADE DIP TABLE
4. ROADWAY TURNOUT DETAILS
5. ROAD PRISM RECONDITIONING
6. DITCH RECONDITIONING
7. CULVERT INLET/OUTLET CLEANING
8. CULVERT CLEANING
9. TYPICAL CULVERT INSTALL DETAIL 1
10. TYPICAL CULVERT INSTALL DETAIL 2
11. TYPICAL CULVERT INSTALL DETAIL 3
12. ROCK BARRIER INSTALL
13. BRUSHING LIMITS

U.S. DEPARTMENT OF AGRICULTURE  
FOREST SERVICE  
**R-3**  
SOUTHWESTERN REGION

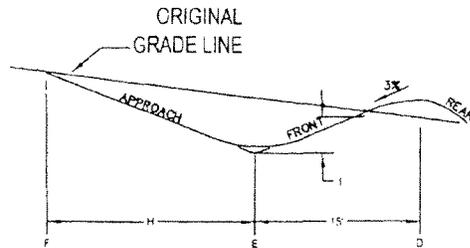


Forest  
**CIBOLA NATIONAL FOREST**  
Project Name  
**NFR 245 MAINTENANCE - UPPER**

Sheet Title  
**LOCATION MAPS and INDEX OF SHEETS**  
Scale  
**NTS**  
Sheet  
of **1**



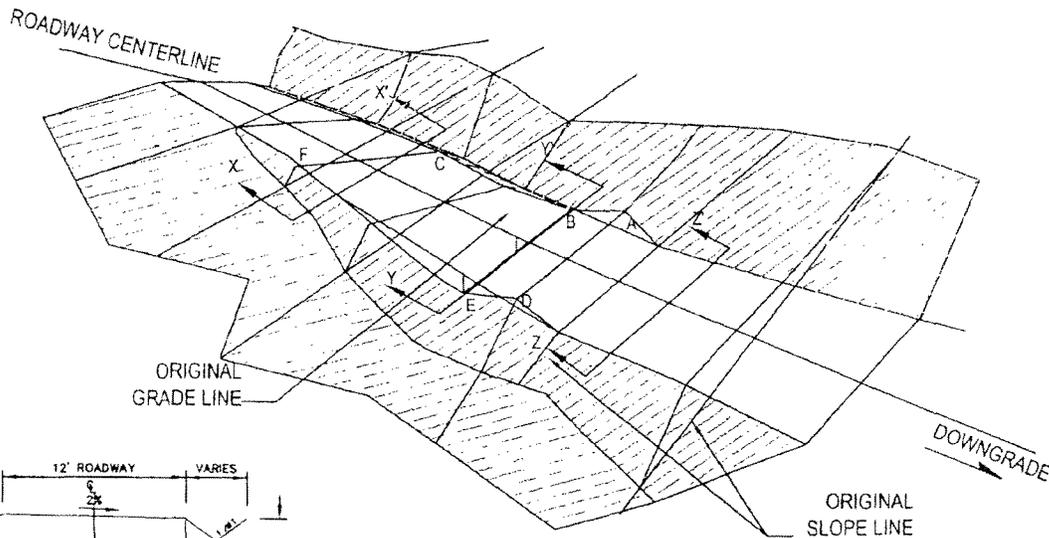
ROAD PROFILE ALONG A-B-C OF GRADE DIP



ROAD PROFILE ALONG D-E-F OF GRADE DIP

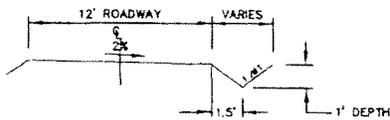
% GRADE OF ROAD	LENGTH		DEPTH	
	G	H	I	J
5 & UNDER	44	44	0.80	0.40
6	49	49	0.80	0.40
7	54	54	0.90	0.45

TABLE OF GRADE DIP DIMENSIONS



PERSPECTIVE VIEW

**GRADE DIP**



SECTION X - X'



SECTION Y - Y'



SECTION Z - Z'

U.S. DEPARTMENT OF AGRICULTURE, FOREST SERVICE, REGION 3, 1515 W. WASHINGTON, DENVER, COLORADO 80202


 U.S. DEPARTMENT OF AGRICULTURE  
 FOREST SERVICE  
**R-3**  
 SOUTHWESTERN REGION

(Empty box)

Forest  
**CIBOLA NATIONAL FOREST**  
 Project Name  
**NFR 245 MAINTENANCE - UPPER**

Sheet Title  
**GRADE DIP DETAIL**  
 Scale  
**NTS**  
 Sheet  
**2**

### GRADE DIP TABLE

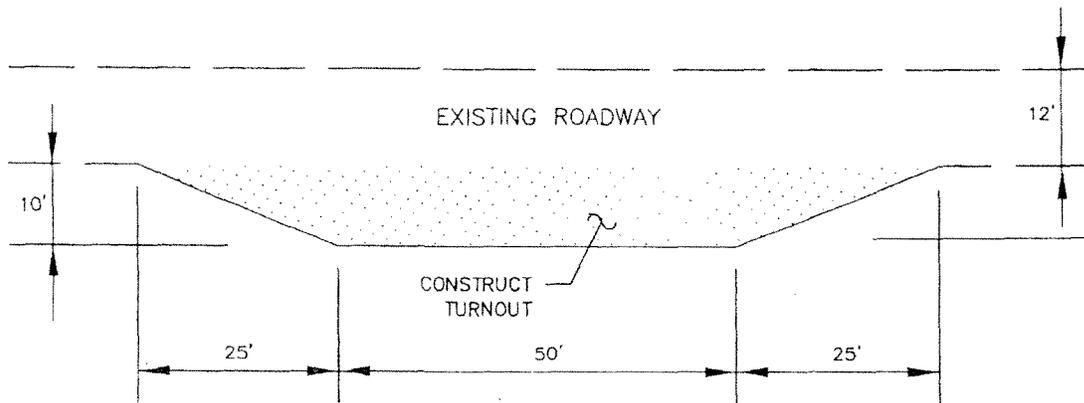
Road Slope	Approach Length	Water Bar Front Length	Water Bar Rear Length	Height of Water Bar Above Grade	Depth of Dip	Dip Slope	Water Bar Front Slope	Water Bar Rear Slope
4%	44	15	15	0.3	0.8	6%	3%	6%
5%	44	15	15	0.4	0.8	7%	3%	8%
6%	49	15	15	0.6	0.8	8%	3%	10%
7%	54	15	15	0.6	0.9	9%	3%	11%
8%	54	15	15	0.8	0.9	10%	3%	13%
9%	54	15	15	0.9	0.9	11%	3%	15%
10%	54	15	15	1.1	0.9	12%	3%	17%
11%	54	15	15	1.1	1	13%	3%	18%
12%	54	15	15	1.3	1	14%	3%	20%
13%	54	15	20	1.4	1	15%	3%	20%
14%	54	15	20	1.6	1	16%	3%	22%
15%	54	15	25	1.7	1	17%	3%	22%
16%	54	15	25	1.9	1	18%	3%	23%
17%	54	15	30	2.0	1	19%	3%	24%
18%	54	15	35	2.2	1	20%	3%	24%
19%	54	15	40	2.3	1	21%	3%	25%
20%	54	15	45	2.5	1	22%	3%	25%

DEPARTMENT OF AGRICULTURE  
 REST SERVICE  
 R-3  
 UTHERINGTON DIVISION

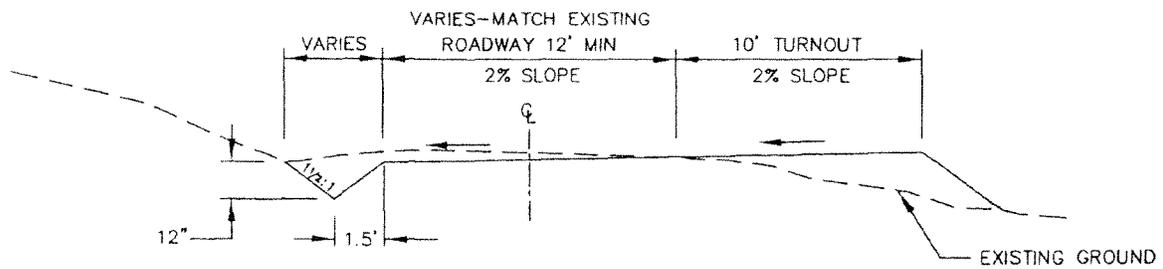
Approved by: \_\_\_\_\_  
 Regional Engineer  
 Recommended by: \_\_\_\_\_  
 Forest Supervisor  
 Date \_\_\_\_\_  
 Date \_\_\_\_\_

Forest  
 LIBOLA NATIONAL FOREST  
 Project Name  
 NFR 245 MAINTENANCE - UPPER

Scale  
 NTS  
 GRADE DIP TABLE  
 Sheet  
 of  
 3



**TURNOUT DETAIL**



**INSLOPED ROADWAY WITH DITCH and TURNOUT**

GENERAL NOTES :

1. BLADE TURNOUT TO MATCH EXISTING ROADWAY.
2. SUBGRADE SHALL BE PREPARED TO A SMOOTH SURFACE, AND TO THE CROSS SECTION REQUIRED.
3. COMPACT FULL ROADWAY WIDTH TO AT LEAST 95% OF MAXIMUM DENSITY.

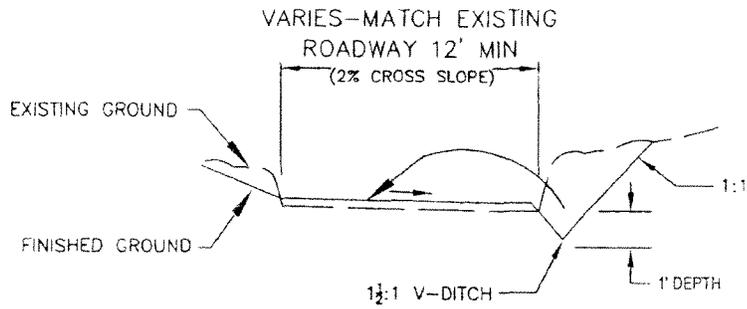
U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE, ENGINEERING DIVISION, WASHINGTON, D.C. 20250

U.S. DEPARTMENT OF AGRICULTURE  
 FOREST SERVICE  
  
**R-3**  
 SOUTHWESTERN REGION

(Empty box)

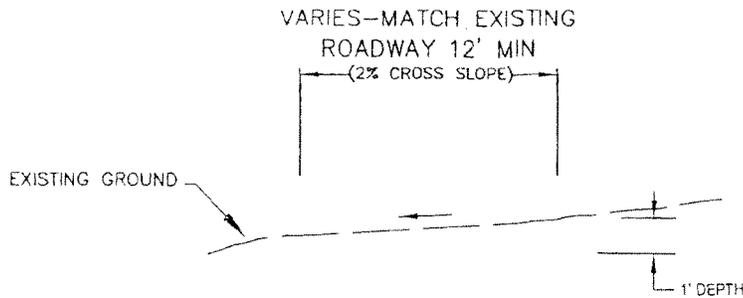
Forest  
**CIBOLA NATIONAL FOREST**  
 Project Name  
**NFR 245 MAINTENANCE - UPPER**

Sheet Title  
**TYPICAL ROADWAY  
 TURNOUT DETAILS**  
 Scale  
**NTS**  
 Sheet  
 of **4**



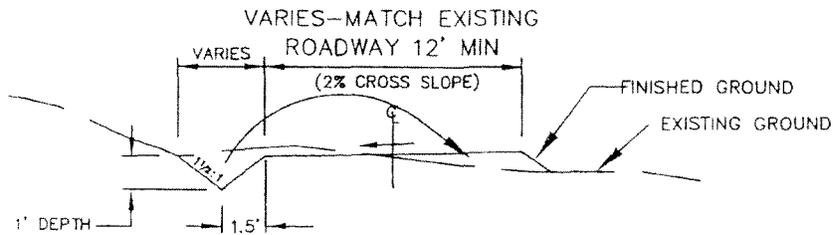
INSLOPE ROADWAY

**THROUGH CUT**



OUTSLOPE ROADWAY

**TYPICAL ROADWAY WITHOUT DITCH**



INSLOPE ROADWAY

**TYPICAL ROADWAY WITH DITCH**

SHEET NOTES:

1. DISTRIBUTE MATERIAL GENERATED FROM RE-ESTABLISHED DITCH INTO ROADWAY PRISM, REMOVING ALL HARMFUL MATERIAL INCLUDING MUCK, FOZEN LUMPS, ROOTS, SOD, OR ROCKS LARGER THAN 3 INCHES.
2. DISPOSE OF WASTE OUTSIDE THE BRUSHING CLEARING LIMITS.
3. DO NOT CREATE WINDROWS OF EXCESS MATERIAL ON ROADWAY EDGE.

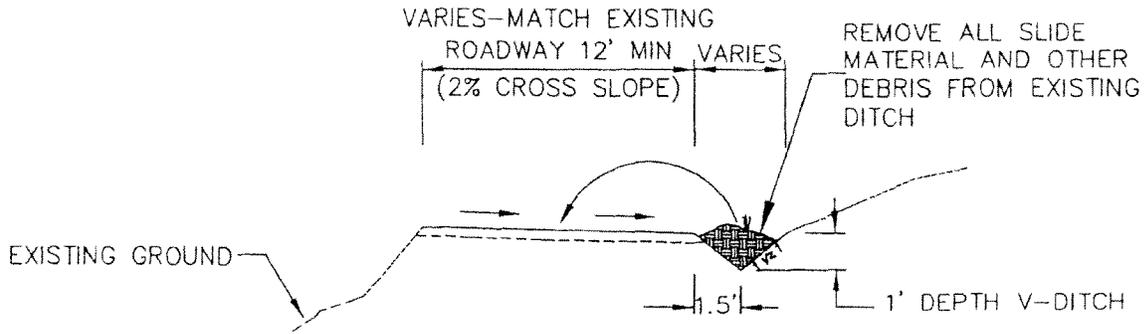
Copyright © 1978, U.S. Department of Agriculture, Forest Service, Southwest Region, Forest Management Planning Office, Flagstaff, Arizona.

U.S. DEPARTMENT OF AGRICULTURE  
 FOREST SERVICE  
  
**R-3**  
 SOUTHWESTERN REGION

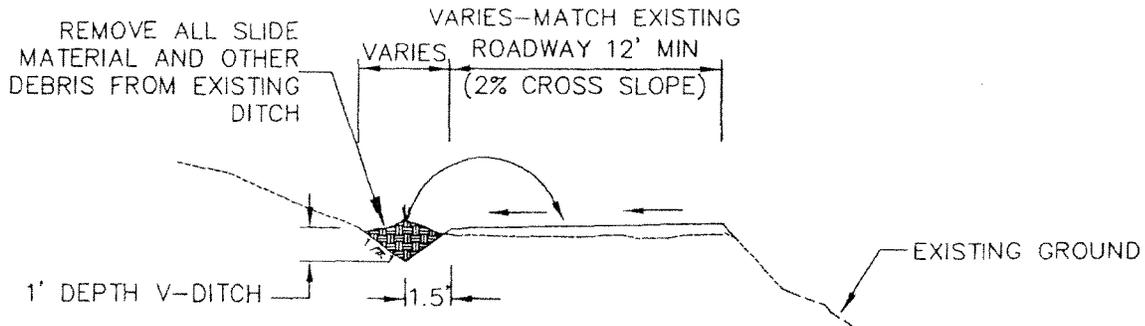
Forest  
**CIBOLA NATIONAL FOREST**  
 Project Name  
**NFR 245 MAINTENANCE - UPPER**

Sheet Title  
**ROAD PRISM RECONDITIONING**  
 Scale  
**NTS**

Sheet  
**5**  
 of



**TYPICAL ROADWAY WITH DITCH RIGHT**



**TYPICAL ROADWAY WITH DITCH LEFT**

SHEET NOTES

1. RESHAPE DITCHES TO ACHIEVE POSITIVE DRAINAGE AND A UNIFORM DITCH WIDTH, DEPTH, AND GRADE.
2. DISPOSE OF WASTE OUTSIDE THE BRUSHING CLEARING LIMITS.
3. DISTRIBUTE MATERIAL GENERATED FROM RE-ESTABLISHED DITCH INTO ROADWAY PRISM, REMOVING ALL HARMFUL MATERIAL INCLUDING MUCK, FOZEN LUMPS, ROOTS, SOD, OR ROCKS LARGER THAN 3 INCHES.

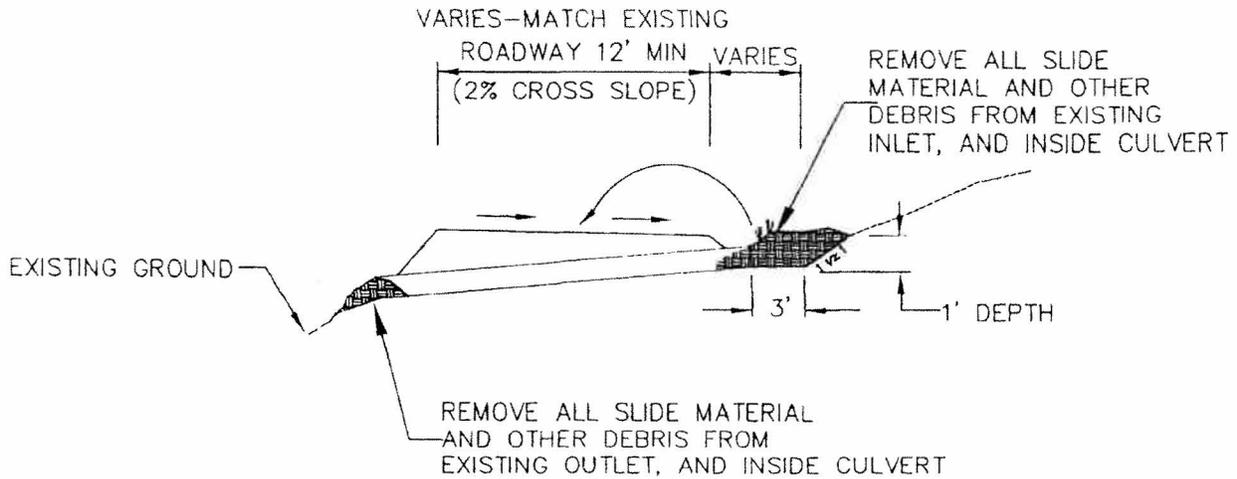
U.S. DEPARTMENT OF AGRICULTURE, FOREST SERVICE, SOUTHWESTERN REGION, R-3, PROJECT NAME: NFR 245 MAINTENANCE - UPPER, SHEET 6 OF 8

U.S. DEPARTMENT OF AGRICULTURE  
 FOREST SERVICE  
  
**R-3**  
 SOUTHWESTERN REGION

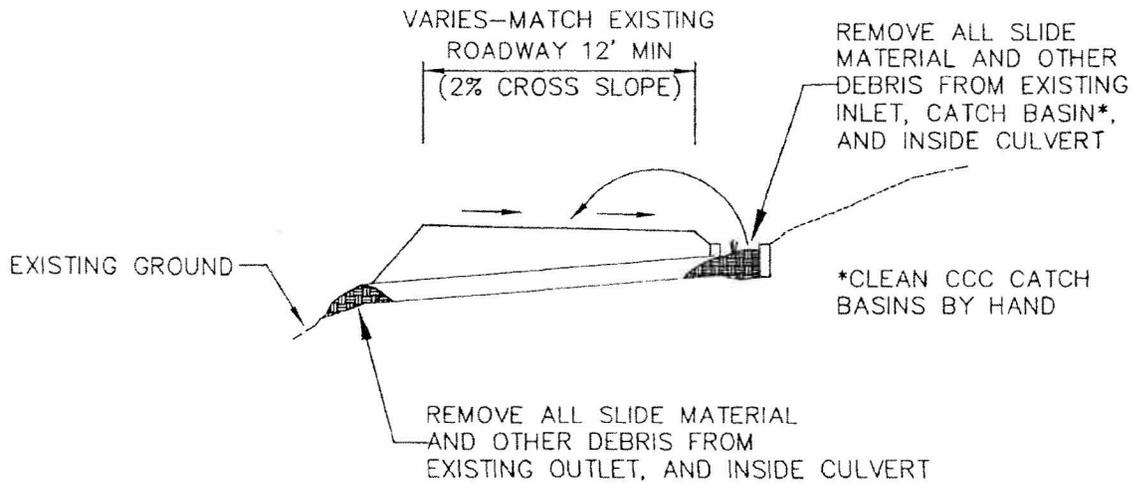
(Empty box)

Forest  
**CIBOLA NATIONAL FOREST**  
 Project Name  
**NFR 245 MAINTENANCE - UPPER**

Sheet Title <b>DITCH RECONDITIONING</b>	
Scale <b>NTS</b>	Sheet of <b>8</b>



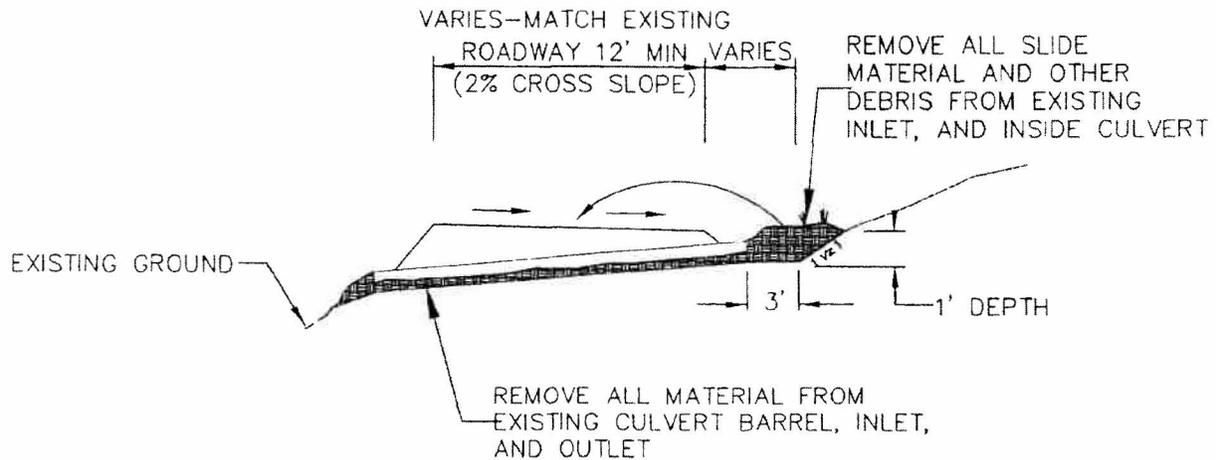
**TYPICAL CULVERT INLET/OUTLET CLEANOUT WITH DITCH**



**TYPICAL CULVERT INLET/OUTLET CLEANOUT WITH DITCH, AND CATCH BASIN**

SHEET NOTES

1. RESHAPE CULVERT INLETS AND OUTLETS TO ACHIEVE POSITIVE DRAINAGE AND A UNIFORM DITCH WIDTH, DEPTH, AND GRADE.
2. DISPOSE OF WASTE OUTSIDE THE BRUSHING CLEARING LIMITS.
3. DISTRIBUTE MATERIAL GENERATED FROM RE-ESTABLISHED DITCH INTO ROADWAY PRISM, REMOVING ALL HARMFUL MATERIAL INCLUDING MUCK, FOZEN LUMPS, ROOTS, SOD, OR ROCKS LARGER THAN 3 INCHES.



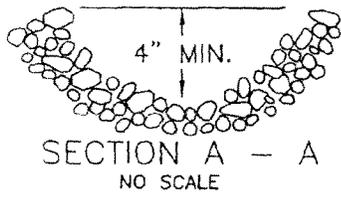
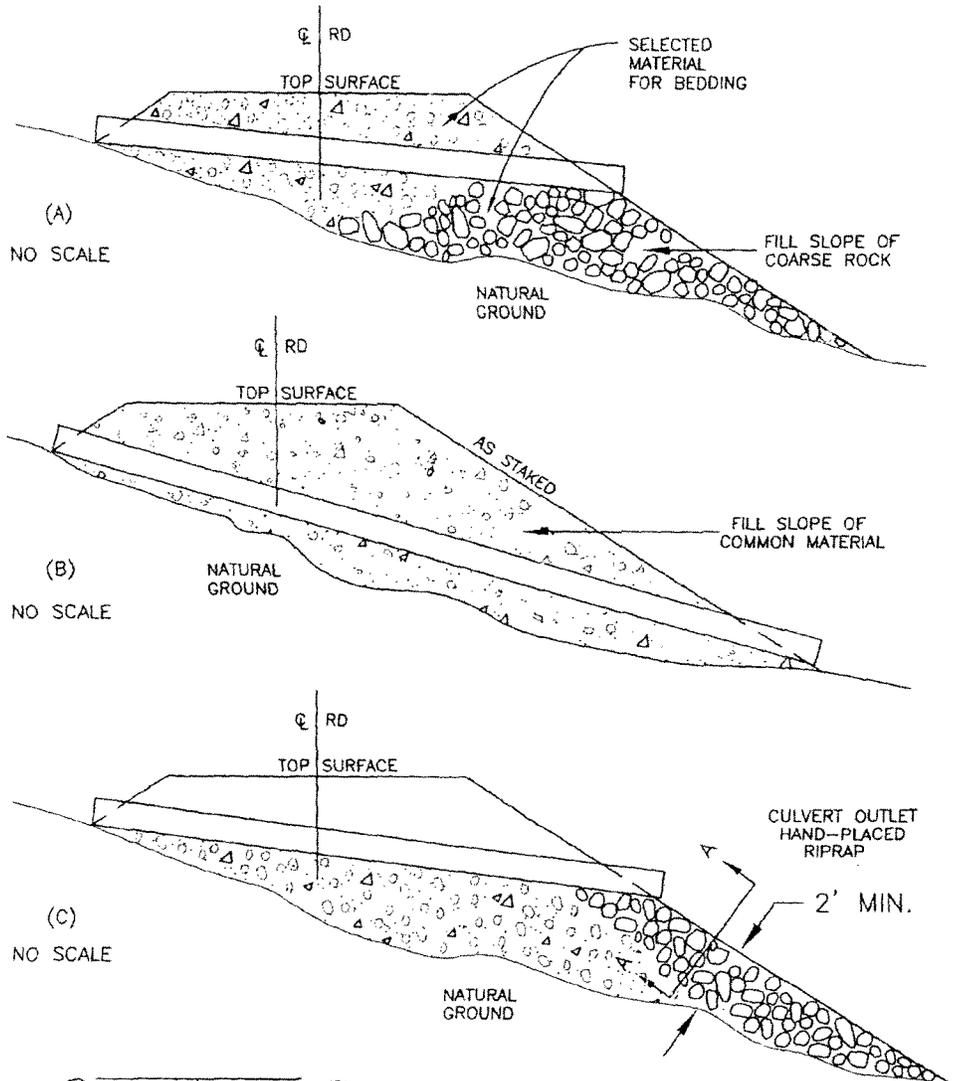
**TYPICAL CULVERT  
CLEANING (SECTION 607)**

SHEET NOTES

1. REMOVE AND DISPOSE OF ALL FOREIGN MATERIAL WITHIN THE BARREL AND APPURTENANCES OF THE CULVERT BY ANY METHOD THAT DOES NOT DAMAGE THE CULVERT.
2. ALL OR PART OF A CULVERT DESIGNATED TO BE CLEANED IN PLACE MAY BE REMOVED, CLEANED, AND RE-LAID ACCORDING TO SECTION 602.
3. DISTRIBUTE MATERIAL GENERATED FROM RE-ESTABLISHED DITCH INTO ROADWAY PRISM, REMOVING ALL HARMFUL MATERIAL INCLUDING MUCK, FOZEN LUMPS, ROOTS, SOD, OR ROCKS LARGER THAN 3 INCHES.

C:\Users\jgibson\OneDrive\Documents\NFR245\_Maint\_Upper\Drawings\607\607.dwg  
 1/11/2017 10:00 AM  
 Project:

U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE  <b>R-3</b> <small>SOUTHWESTERN REGION</small>		<small>Forest</small> <b>CIBOLA NATIONAL FOREST</b> <small>Project Name</small> <b>NFR 245 MAINTENANCE - UPPER</b>	<small>Sheet Title</small> <b>CULVERT CLEANING</b> <small>Scale</small> <b>NTS</b>	<small>Sheet of</small> <b>8</b>
--	--	---	---	-------------------------------------



WIDTH "W" SHALL BE:  
 (A) AT LEAST 3-1/2 FT. OR 2X DIAMETER OF PIPE, WHICHEVER IS GREATER.  
 (B) OR AS STAKED

TYPICAL INSTALLATIONS IN EMBANKMENT

- (A) EMBANKMENT HAVING COARSE ROCK
  - (B) EMBANKMENT OF COMMON MATERIAL
  - (C) ALTERNATE WITH (b) WHERE EMBANKMENT CONTAINS LITTLE OR NO COARSE ROCK
- (A) & (C) WILL BE INSTALLED ONLY WHEN SHOWN ON THE DRAWINGS OR APPROVED IN WRITING BY THE F.S. ENGINEER

U.S. DEPARTMENT OF AGRICULTURE  
 FOREST SERVICE  
 R-3  
 SOUTHWESTERN REGION

Forest  
 CIBOLA NATIONAL FOREST

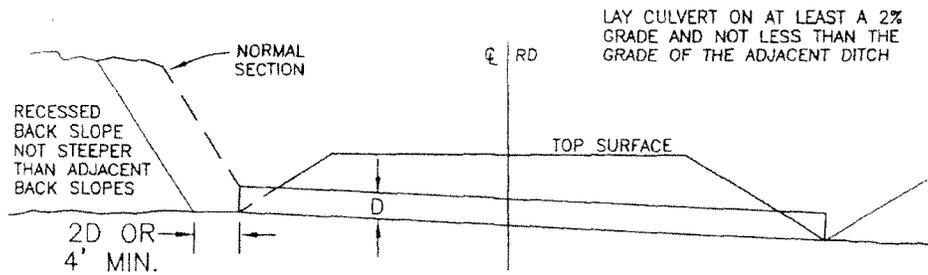
Project Name  
 NFR 245 MAINTENANCE - UPPER

Sheet Title  
 TYPICAL CULVERT INSTALL  
 DETAIL

Scale  
 NTS

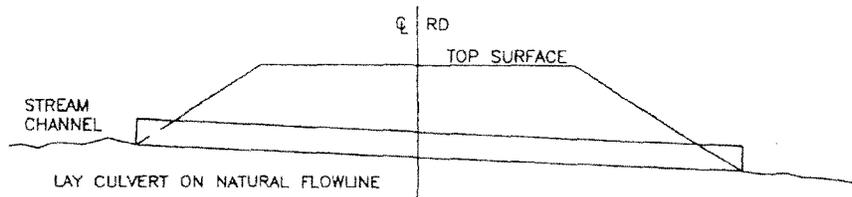
Sheet  
 of 9





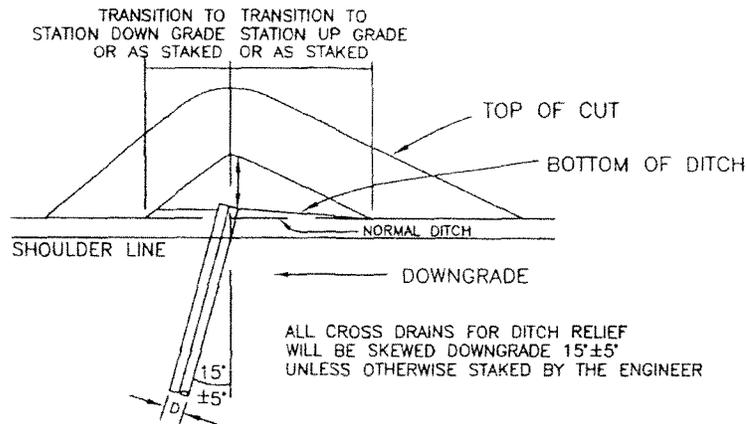
TYPICAL INSTALLATION IN CUT SECTION

NO SCALE



TYPICAL INSTALLATION IN STREAM CHANNEL

NO SCALE



SKEWED PIPE DETAIL

NO SCALE

CULVERT LENGTHS:  
ON THE DRAWINGS ARE APPROXIMATE. THE CONTRACTOR  
SHOULD DEFER ORDER AND DELIVERY OF PIPE UNTIL  
RECEIPT OF STAKED QUANTITY.

U.S. DEPARTMENT OF AGRICULTURE, FOREST SERVICE, REGION 3, SOUTHWESTERN REGION, 1100 SOUTH 10TH AVENUE, DENVER, COLORADO 80202

U.S. DEPARTMENT OF AGRICULTURE  
FOREST SERVICE  
**R-3**  
SOUTHWESTERN REGION

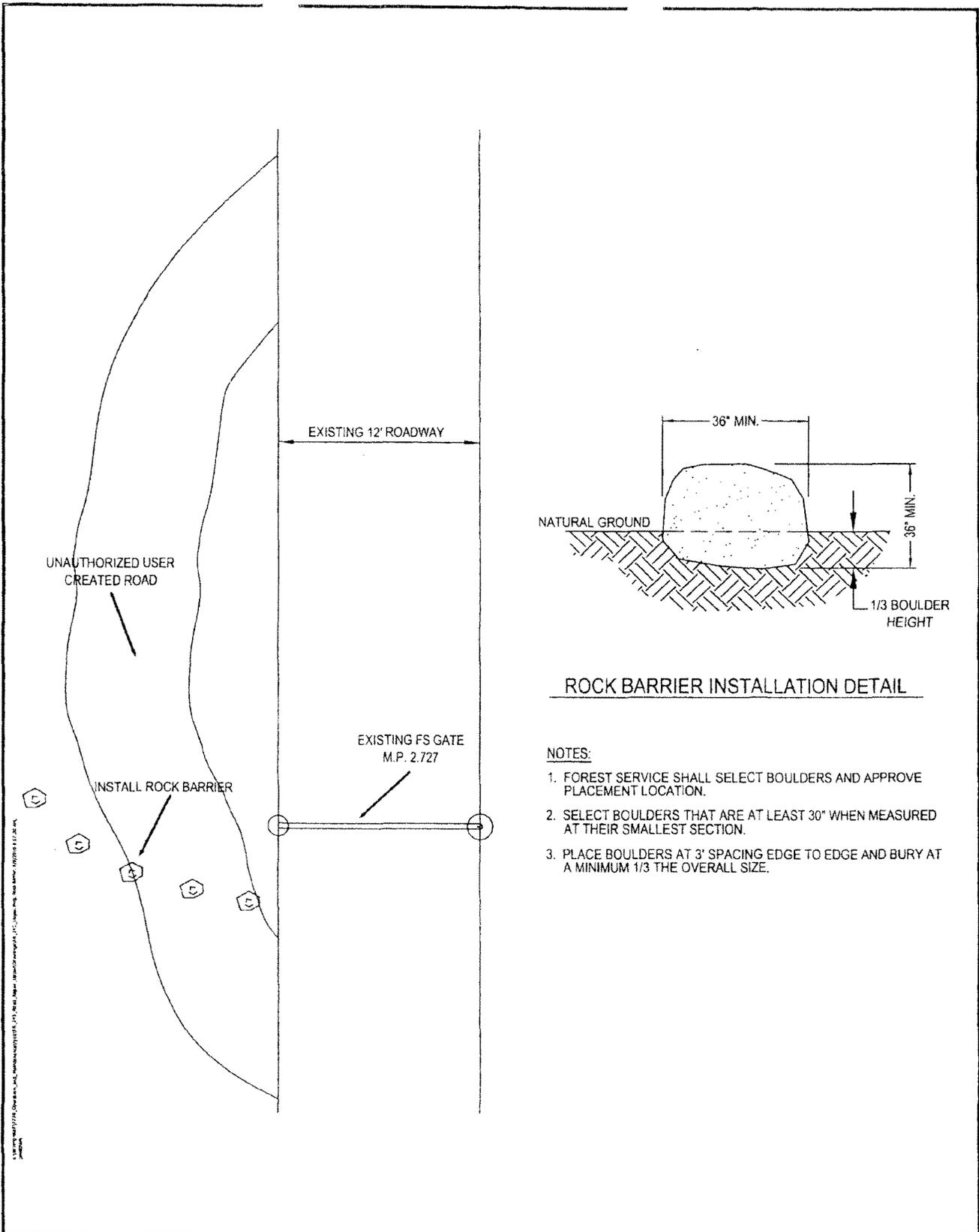
Forest  
**CIBOLA NATIONAL FOREST**

Project Name  
**NFR 245 MAINTENANCE - UPPER**

Sheet Title  
**TYPICAL CULVERT INSTALL  
DETAIL**

Scale  
**NTS**

Sheet  
of **11**



**ROCK BARRIER INSTALLATION DETAIL**

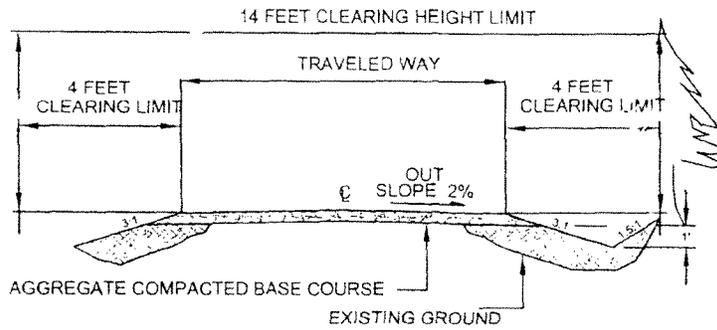
**NOTES:**

1. FOREST SERVICE SHALL SELECT BOULDERS AND APPROVE PLACEMENT LOCATION.
2. SELECT BOULDERS THAT ARE AT LEAST 30" WHEN MEASURED AT THEIR SMALLEST SECTION.
3. PLACE BOULDERS AT 3' SPACING EDGE TO EDGE AND BURY AT A MINIMUM 1/3 THE OVERALL SIZE.

U.S. DEPARTMENT OF AGRICULTURE  
 FOREST SERVICE  
**R-3**  
 SOUTHWESTERN REGION

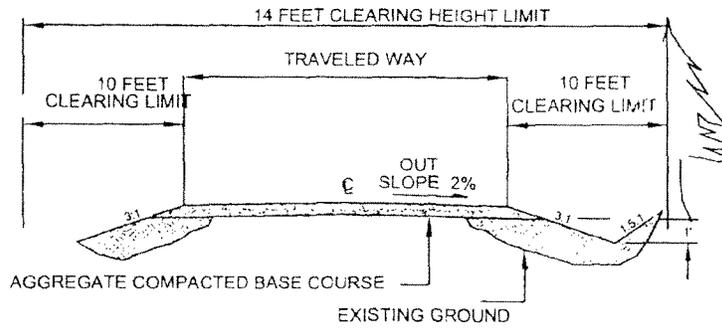
Forest  
**CIBOLA NATIONAL FOREST**  
 Project Name  
**NFE 245 MAINTENANCE - UPPER**

Sheet Title  
**ROCK BARRIER INSTALL**  
 Scale  
**NTS**  
 Sheet of  
**12**



AGGREGATE ROADWAY TYPICAL SECTION

**BRUSHING LIMIT FOR RECREATIONAL AREA**



AGGREGATE ROADWAY TYPICAL SECTION

**BRUSHING LIMIT FOR NFSR**

SHEET NOTES

1. TREES GREATER THAN 6" DIA. WITHIN BRUSHING LIMITS ARE TO REMAIN.  
TRIM BRANCHES UP TO 14' HIGH.

DRAWING NO. 1130 (REVISED) DATE: 11/15/04, BY: [REDACTED], CHECKED BY: [REDACTED], APPROVED BY: [REDACTED]

U.S. DEPARTMENT OF AGRICULTURE  
 FOREST SERVICE  
  
**R-3**  
 SOUTHWESTERN REGION

[REDACTED]

Forest  
**CIBOLA NATIONAL FOREST**  
 Project Name  
**NFR 245 MAINTENANCE - UPPER**

Sheet Title <b>BRUSHING LIMITS</b>	
Scale <b>NTS</b>	Sheet of <b>13</b>

(1) Gradation

Table 703-2

(3) Plasticity index, AASHTO T 90:

- a) If the percent passing the No. 200 sieve is less than 12%      2 to 9
- b) If the percent passing the No. 200 sieve is greater than 12%      less than 2

Replace Table 703-2 with the following:

Sieve Size	A (Subbase)	B (Subbase)	C (Base)	D (Base)	E (Base)
2 ½ in.	100				
2 in.	97-100	100	100		100
1½ in.		97-100		-	-
1 in.	65-79	-	80-100	100	71-91
¾ in.			64-94	86-100	100
½ in.	45-59				
3/8 in.	-	-	40-69	51-82	62-90
No. 4	28-42	40-60	31-54	36-64	36-74
No. 40	9-17			12-26	12-26
No. 200	4-8	4-12	4-7	4-7	4-7

Replace Table 703-3 with the following:

**Table 703-3. Gradation TV ranges for surface courses.**

% by Mass Passing Designated Sieve (AASHTO T 27 and T 11) Grading Designation						
Sieve Size	F	G	H	S	T	Type I - B
1 ½ in.	100			100		
1 in.	97-100	100		72-92	100	100
¾ in.	76-89	97-100	97-100	-	-	80-100
½ in.	-	-	-	-	71-91	-
3/8 in.	56-68	70-80	80-92	51-71	-	-
No. 4	43-53	51-63	58-70	36-53	43-60	30-60
No. 8	-	-	-	26-40	30-46	-
No. 10	-	-	-	-	-	20-45
No. 16	23-32	28-39	28-40	-	-	-
No. 30	15-23	19-27	16-26	-	-	-
No. 40	-	-	-	14-25	16-28	-
No. 200	10-16	10-16	9 14	8-15	8-15	3-10

Add to Section 703.05 (a)

Quality Requirements:

Type I-B aggregate shall have a percent wear of fifty (50) or less at 500 revolutions when tested in accordance with AASHTO T 96 and the coarse aggregate shall have a soundness loss of eighteen (18) or less when tested in accordance with AASHTO T-104 using magnesium sulfate solution and a test duration of five (5) cycles. The liquid limit shall be twenty five (25) or less and the plasticity index shall be six (6) or less.

\* Fractured Faces tests shall be performed on the material retained on the number 4 sieve. A face shall be counted as fractured whenever one-half (1/2) or more of the surface, when viewed normal to the face, is fractured.

#### **FSSS725 – MISCELLANEOUS MATERIAL**

Add Subsection 725.30 Barrier Rock:

**Description** - This work shall consist of furnishing and installing large barrier rocks.

**Barrier Rocks** - Barrier rocks requirements are **SHOWN ON THE DRAWINGS**.

Locations for installation will be field staked by the COR.

**Source** - Boulders shall be of grey or iron stone in color OR boulders may be obtained from excavation meeting specified barrier rock requirements **AS SHOWN IN THE DRAWINGS**.

Substitutions of boulders sizes or quantities will not be accepted without the approval of the COR.

**Installation of Barrier Rocks** – Barrier rocks shall be placed **AS SHOWN ON THE DRAWINGS**.

**General** - Trees, brush and other obstacles along the barrier that interfere with the rock barriers shall be removed or pruned at the direction of the COR. Grubbing or grading along the barrier line shall not be done. The barriers shall be constructed on natural ground or grade line **AS SHOWN ON THE DRAWINGS**. When placement into solid rock is required to set a rock, the location may be changed upon approval of the COR.

**Measurement** - The method of measurement, will be designated in the SCHEDULE OF ITEMS.

Measurement will be for each rock barrier installed complete **AS SHOWN ON THE DRAWINGS** and accepted.

**Payment** - Payment will be made at the contract unit price for each barrier rock accepted including clearing and all incidentals required to complete the work described herein.

#### **SPECIAL CONTRACT REQUIREMENTS**

##### **C-5 - CONDITIONS ON USE OF PREMISES (Camping)**

- (a) Camping will be allowed only at the sites designated on the project maps or approved in advance by the Contracting Officer.
- (b) No improvements of a permanent nature shall be constructed without prior written approval of the Contracting officer.

Temporary structures such as tent frames, hitch racks, tents and tent pegs shall be removed at the end of the period of use, all evidence of the camp eliminated, and the site restored to its original condition. Final payment will not be authorized until the campsite has been cleaned up and the site is approved by the Contracting Officer or his designated representative. Reusable native material may be neatly stacked for future use.

- (c) Livestock will not be permitted without written approval from the Contracting Officer.
- (d) Vegetation shall be undisturbed to the maximum extent possible. The Contractor will be permitted to cut only those trees designated by the COR.

(e) Storage of petroleum products in excess of 50 gallons at the campsite will require the approval of the COR. All petroleum spills shall be immediately cleaned up. All spills will be reported immediately to the CO or COR. Spills over 25 gallons will be reported to the Idaho State Department of Environmental Quality. No waste disposal of petroleum product will be permitted on National Forest land.

(f) Chemical toilets are preferred for all campsites, however, the Contractor may be permitted to construct a slit trench when conditions warrant. Any slit trench constructed shall not be located closer than 400 feet to any live stream and is subject to approval of the COR. The trench shall be covered and the area restored to as natural a condition as possible when the camp is closed.

(g) Refuse including waste materials, garbage, and rubbish of all kinds, shall be disposed of in the following manner, and shall guard the purity of streams and living waters:

Garbage, trash, sewage waste, and other litter shall be kept in closed fly-proof containers and periodically hauled to an approved disposal facility located outside of the National Forest.

(h) Waste water shall be disposed of in a leach pit located at least 300 feet from springs, streams, and lakes. The pit shall be a minimum of 2 x 2 x 2 feet and shall be filled with rock two to eight inches in diameter. The leach pit shall be covered with at least two feet of compacted soil when the camp is closed.

(i) No waste or by-products shall be discharged if it contains any substances in concentrations which will result in substantial harm to fish and wildlife, or to human water supplies.

Storage facilities for materials capable of causing water pollution, if accidentally discharged, shall be located so as to prevent any spillage into waters, or channels leading into water, that would result in substantial harm to fish and wildlife or to human water supplies.

(j) The camp area shall be maintained to present a clean, neat, and orderly appearance. Disposal of trash and debris, unusable machinery, Forest Service authorized improvements, etc., shall be kept current. Building materials, firewood, etc., shall be neatly stacked.

The campsite shall be left in a clean condition. Any clean-up work not accomplished by the Contractor at time of camp closure will be done by the Forest Service, and the actual cost of such clean-up will be deducted from payment otherwise due the Contractor.

Groundhog Proposal			Revised Based on Current S of I			Revised		
1	\$16,158.00	\$16,158.00	1	\$16,158.00	\$16,158.00	0	\$16,158.00	\$0.00
25	\$204.76	\$5,119.00	25	\$204.76	\$5,119.00	0	\$204.76	\$0.00
3567	\$60.48	\$215,732.16	4640	\$60.48	\$280,627.20	3700	\$60.48	\$223,776.00
1	\$878.00	\$878.00	1	\$878.00	\$878.00	1	\$878.00	\$878.00
38	\$4,480.00	\$17,024.00	38	\$4,480.00	\$17,024.00	38	\$4,480.00	\$17,024.00
14	\$593.57	\$8,309.98	2	\$593.57	\$1,187.14	2	\$593.57	\$1,187.14
150	\$125.44	\$18,816.00	200	\$125.44	\$25,088.00	200	\$125.44	\$25,088.00
30	\$127.67	\$3,830.10	30	\$127.67	\$3,830.10	30	\$127.67	\$3,830.10
30	\$134.40	\$4,032.00	50	\$134.40	\$6,720.00	50	\$134.40	\$6,720.00
34	\$1,680.00	\$57,120.00	39	\$1,680.00	\$65,520.00	39	\$1,680.00	\$65,520.00
28	\$69.07	\$1,933.96	0	\$69.07	\$0.00	0	\$69.07	\$0.00
5	\$234.00	\$1,170.00	8	\$234.00	\$1,872.00	8	\$234.00	\$1,872.00
		\$350,123.20			\$424,023.44			\$345,895.24

Aggregate Surfacing - 12' wide x 3.8 miles of 4" thick + 0.5 miles 4" thick

Volume compacted in place =  $\frac{(3.8+0.5)*5280*4}{12} = 3364$  cy

Add 15% for curve widening and turnouts  $3364*1.15 = 3869$  cy

Volume loose in truck =  $3869*1.2 = 4643$  cy

Quantity in tons and 1.45 tons/cy =  $4643*1.45 = 6732$  tons

# GOVERNMENT ESTIMATE

## SECTION B – SERVICES AND PRICES (NFR 245 Road Maintenance - Upper Section)

Mountainair Ranger District  
Cibola National Forest  
Torrance County, New Mexico

ITEM NO.	DESCRIPTION	METHOD OF MEASURE	PAY UNIT	EST. QTY.	UNIT PRICE	TOTAL PRICE
15101	Mobilization	LSQ	Lump Sum	1	\$16,733	\$16,733
30101	NMSH Type I-B Base Course, 4-inch thick, Compaction Method 3	DQ	Cubic Yard	<u>3,920</u>	\$36.25	\$142,100
30102	Contractor Sampling and Testing	LSQ	Lump Sum	1	\$1,500	\$1,500
30301	Road Reconditioning, Compaction Method 3	DQ	Mile	3.8	\$3,345	\$12,711
20401	Construct Grade dips	AQ	Each	<u>2</u>	\$241	\$382
60201	24 inch pipe culvert, 0.079 inch thick, Compaction Method B (6 culverts at 25 LF)	DQ	LF	150	\$80	\$12,000
60202	30 inch pipe culvert, 0.079 inch thick, Compaction Method B	DQ	LF	30	\$102	\$3,060
60203	36 inch pipe culvert, 0.079 inch thick, Compaction Method B	DQ	LF	30	\$125	\$3,750
60701	Clean CCC catch basin and culvert in place	AQ	Each	39	\$244	\$9,516
72530	Barrier Rock	AQ	Each	8	\$113	\$904
	SUB-TOTAL					\$202,656
	NMGRT (5.9375%)					\$12,033
	<b>GRAND TOTAL</b>					<b>\$214,689</b>

15101 Mobilization  
 30101 NMSH Type I-B Base Course, 4-inch thick, Compaction Method 3  
 30102 Contractor Sampling and Testing  
 30301 Road Reconditioning, Compaction Method 3  
 20401 Construct Grade dips  
 60201 24 inch pipe culvert, 0.079 inch thick, Compaction Method B (6 culverts at 25 LF)  
 60202 30 inch pipe culvert, 0.079 inch thick, Compaction Method B  
 60203 36 inch pipe culvert, 0.079 inch thick, Compaction Method B  
 60701 Clean CCC catch basin and culvert in place  
 72530 Barrier Rock

# GOVERNMENT ESTIMATE DATA

## SECTION B – SERVICES AND PRICES (NFR 245 Road Maintenance - Upper Section)

Mountainair Ranger District  
Cibola National Forest  
Torrance County, New Mexico

### 15101 Mobilization

$\$185,923 * (9\%) = \$16,733$

Pg. 43 from 09 Cost Guide

### 30301 Road Reconditioning

Pull ditch =  $\$380/\text{mile} * (3.8 \text{ miles}) \Rightarrow \$1,444$

Scarifying and shaping =  $[\$ (1,130 + 1530) / 2] / \text{mile} * (3.8 \text{ miles}) \Rightarrow \$5,054$

Finish grading with a blade =  $[\$ (500 + 370) / 2] / \text{mile} * (3.8 \text{ miles}) \Rightarrow \$1,653$

Compaction =  $[\$ (1,030 + 1370) / 2] / \text{mile} * (3.8 \text{ miles}) \Rightarrow \$4,560$

$1444 + 5054 + 1653 + 4560 = 12,711$

$12,711 / 3.8 \text{ miles} = 3,345/\text{mile}$

Pg. 85 from 09 Cost Guide

### 30302 Construct Grade Dips

Foreman         $\$16.82/\text{hr}$

Gen. Laborer    $\$10.11/\text{hr}$

Grader Oper.    $\$13.25/\text{hr}$

Grader          $\$80.41/\text{hr}$

$16.82 + 10.11 + 13.25 + 80.41 = \$120.59/\text{hr}$

$\$120.59/\text{hr} * 2\text{hrs} = \$241.18 \text{ Each}$

Pg. 25, 118 from 09 Costs Guide

### 60201 24 inch pipe culvert, 0.079 inch thick, Compaction Method B

Compaction Method B =  $\$5/\text{LF}$

Install Cost = \$35.70/LF

Culvert Material Base Price = \$26.15/LF

Increase in cost by a factor of 1.2 to reflect longer lengths of steepness of side slopes.

$$(5+35.70+26.15)*1.2 = \$80.22$$

Pg. 107 from 09 Cost Guide

**60201 30 inch pipe culvert, 0.079 inch thick, Compaction Method B**

Compaction Method B = \$5/LF

Install Cost = \$47.70/LF

Culvert Material Base Price = \$32.55/LF

Increase in cost by a factor of 1.2 to reflect longer lengths of steepness of side slopes.

$$(5+47.70+32.55)*1.2 = \$102.3$$

Pg. 107 from 09 Cost Guide

**60201 36 inch pipe culvert, 0.079 inch thick, Compaction Method B**

Compaction Method B = \$16/LF

Install Cost = \$59.80/LF

Culvert Material Base Price = \$39.00/LF

Increase in cost by a factor of 1.2 to reflect longer lengths of steepness of side slopes.

$$(5+59.80+39.00)*1.2 = \$124.56$$

Pg. 107 from 09 Cost Guide

**60701 Clean CCC catch basin and culvert in place**

Foreman	\$16.82/hr
Gen. Laborer	\$10.11/hr
Gen. Laborer	\$10.11/hr
Water tanker, highway	\$44.07
16.82+10.11+10.11+44.07 = \$81.11/hr	

\$81.11/hr\*3hrs = \$243.33 Each

Pg. 118 from 09 Costs Guide

**70301 Crushed aggregate 1-inch, NMSH Type I-B Base Course**

$[(3.8 \text{ miles}) * (5280 \text{ ft}) * (4 \text{ inches}/12 \text{ inches}) * (12 \text{ ft wide road})] / 27 = 2972 \text{ CY (compacted in place)}$

$(2972 \text{ CY}) * (0.20 \text{ SHRINK}) = 595 \text{ CY}$

$2972 \text{ CY} + 595 = 3567 \text{ CY (loose in truck)}$

Additional 6 inches for 1/4 mile for rock outcropping =  $[(0.25 \text{ miles}) * (5280 \text{ ft}) * (6 \text{ inches}/12 \text{ inches}) * (12 \text{ ft wide road})] / 27 = 293 \text{ CY}$

$(293 \text{ CY}) * (0.20 \text{ SHRINK}) = 59 \text{ CY}$

$293 \text{ CY} + 59 \text{ CY} = 352 \text{ CY}$

$(3567 \text{ CY} + 352 \text{ CY}) * (1.45 \text{ TONS}/\text{CY}) = 5682.55 \text{ TONS OR } 3919 \text{ CY}$

Material Cost (\$15/TON)\* (5682 TONS) = \$85,230

Material Placement (\$10/TON)\* (5682 TONS) = \$56,820

$(\$25/\text{TON}) * (5682 \text{ TONS}) = \$129,325$

$\$142,050 / 3919 \text{ CY} = \$36.25/\text{CY}$

**72530 Rock Barrier**

36" Min rock boulder @ \$50

Foreman	\$16.82/hr
Gen. Laborer	\$10.11/hr
Excavator Operator	\$13.48/hr
Hydraulic Excavator	\$85.44/hr

$\$50 + [16.82 + 10.11 + 13.48 + 85.44] * 30 \text{ min} = \$113 \text{ per boulder}$

# GOVERNMENT ESTIMATE

## SECTION B – SERVICES AND PRICES (NFR 245 Road Maintenance - Upper Section)

Mountainair Ranger District  
Cibola National Forest  
Torrance County, New Mexico

ITEM NO.	DESCRIPTION	METHOD OF MEASURE	PAY UNIT	EST. QTY.	UNIT PRICE	TOTAL PRICE
15101	Mobilization	LSQ	Lump Sum	1		
30101	NMSH Type I-B Base Course, 4-inch thick, Compaction Method 3	DQ	Cubic Yard	<u>4900</u>		
30102	Contractor Sampling and Testing	LSQ	Lump Sum	1		
30301	Road Reconditioning, Compaction Method 3	DQ	Mile	3.8		
20401	Construct Grade dips	AQ	Each	2		
60201	24 inch pipe culvert, 0.079 inch thick, Compaction Method B (6 culverts at 25 LF)	DQ	LF	<u>180</u>		
60202	30 inch pipe culvert, 0.079 inch thick, Compaction Method B	DQ	LF	30		
60203	36 inch pipe culvert, 0.079 inch thick, Compaction Method B	DQ	LF	<u>50</u>		
60701	Clean CCC catch basin and culvert in place	AQ	Each	39		
72530	Barrier Rock	AQ	Each	8		
	SUB-TOTAL					
	NMGRT (5.9375%)					
	<b>GRAND TOTAL</b>					

*Handwritten notes:*  
 2000 15101 Mobilization 1 Lump Sum 1  
 2000 30101 NMSH Type I-B Base Course 4900 Cubic Yard 4900  
 2000 30102 Contractor Sampling and Testing 1 Lump Sum 1  
 2000 30301 Road Reconditioning 3.8 Mile 3.8  
 2000 20401 Construct Grade dips 2 Each 2  
 2000 60201 24 inch pipe culvert 180 LF 180  
 2000 60202 30 inch pipe culvert 30 LF 30  
 2000 60203 36 inch pipe culvert 50 LF 50  
 2000 60701 Clean CCC catch basin and culvert in place 39 Each 39  
 2000 72530 Barrier Rock 8 Each 8

**Aggregate Base – 3.8 miles x 12' wide x 4" thick + 0.25 miles x 12' wide x 6" thick**

$$\text{Volume compacted in place} = \frac{3.8 \times 5280 \times 12 \times 4/12 + 0.25 \times 5280 \times 12 \times 6/12}{27} = 3266 \text{ cy}$$

$$\text{Add 15\% for curve widening and turnouts} \rightarrow 3266 \times 1.15 = 3756 \text{ cy}$$

$$\text{Volume loose in truck (30\% volume increase)} = 3756 \times 1.3 = \underline{\underline{4883 \text{ cy}}}$$

$$\text{Aggregate weight (assume 1.45 tons/cy)} = 4883 \times 1.45 = \underline{\underline{7080 \text{ tons}}}$$

DOES NOT INCLUDE BRIDGE BY PASS!!!

			UNIT PRICE	TOTAL	TOTAL WITH TAX
Mobilization	Lump Sum	1	\$5,000.00	\$5,000.00	\$5,325.00
NMSH Type I-B Base Course, 4-inch thick, Compaction Method 3	Cubic Yard	4900	\$49.00	\$240,100.00	\$255,706.50
Contractor Sampling and Testing	Lump Sum	1	\$750.00	\$750.00	\$798.75
Road Reconditioning, Compaction Method 3	Mile	3.8	\$2,552.00	\$9,697.60	\$10,327.94
Construct Grade dips	Each	2	\$593.57	\$1,187.14	\$1,264.30
24 inch pipe culvert, 0.079 inch thick, Compaction Method B (6 culverts at 25 LF)	LF	180	\$78.00	\$14,040.00	\$14,952.60
30 inch pipe culvert, 0.079 inch thick, Compaction Method B	LF	30	\$89.67	\$2,690.10	\$2,864.96
36 inch pipe culvert, 0.079 inch thick, Compaction Method B	LF	50	\$92.96	\$4,648.00	\$4,950.12
Clean CCC catch basin and culvert in place	Each	39	\$1,344.00	\$52,416.00	\$55,823.04
Barrier Rock	Each	8	\$234.00	\$1,872.00	\$1,993.68
SUB TOTAL				\$332,400.84	\$354,006.89
BOND COST	Each	1			\$6,100.00
TOTAL W/BOND & TAX					\$360,106.89

Mobilization	Lump Sum	1	\$5,000.00	\$5,000.00	\$5,325.00
NMSH Type I-B Base Course, 4-inch thick, Compaction Method 3	Cubic Yard	4900	\$49.00	\$240,100.00	\$255,706.50
Contractor Sampling and Testing	Lump Sum	1	\$750.00	\$750.00	\$798.75
Road Reconditioning, Compaction Method 3	Mile	3.8	\$2,205.00	\$8,379.00	\$8,923.64
Construct Grade dips	Each	2	\$593.57	\$1,187.14	\$1,264.30
24 inch pipe culvert, 0.079 inch thick, Compaction Method B (6 culverts at 25 LF)	LF	180	\$78.00	\$14,040.00	\$14,952.60
30 inch pipe culvert, 0.079 inch thick, Compaction Method B	LF	30	\$89.67	\$2,690.10	\$2,864.96
36 inch pipe culvert, 0.079 inch thick, Compaction Method B	LF	50	\$92.96	\$4,648.00	\$4,950.12
Clean CCC catch basin and culvert in place	Each	39	\$950.00	\$37,050.00	\$39,458.25
Barrier Rock	Each	8	\$234.00	\$1,872.00	\$1,993.68
SUB TOTAL				\$315,716.24	\$336,237.80
BOND COST	Each	1			\$6,100.00
TOTAL W/BOND & TAX					\$342,337.80

10/1/04  
 10/1/04  
 10/1/04

10/1/04

**PART I—THE SCHEDULE – Revised 9/10/09**  
**SECTION B--SUPPLIES OR SERVICES AND PRICES/COSTS**  
**NFR 245 Road Maintenance – Upper Section**  
**Cibola National Forest**  
**Torrance County, New Mexico**

**SECTION B - SCHEDULE OF ITEMS**

BASE ITEM NO.	DESCRIPTION	METH. OF MEAS.	PAY UNIT	EST. QTY.	UNIT PRICE	AMOUNT
15101	Mobilization (including bonding)	LSQ	Lump Sum	1	\$11,425.00	\$ 11,425.00
30101	Crushed aggregate 1-inch, NMSH Type I-B Base Course, 4-inch thick Compaction Method 3	DQ	Cubic Yard	4,900	\$ 52.19	\$ 255,706.50
30102	Contractor Sampling and Testing	LSQ	Lump Sum	1	\$ 798.75	\$ 798.75
30301	Road Reconditioning	DQ	Mile	3.8	\$2,348.33	\$8,923.64
20401	Construct Grade dips	AQ	Each	2	\$632.15	\$1,264.30
60201	24 inch pipe culvert, 0.079 inch thick, Compaction Method B (6 culverts at 251f)	DQ	LF	180	\$83.07	\$14,952.60
60202	30 inch pipe culvert, 0.079 inch thick, Compaction Method B	DQ	LF	30	\$95.50	\$2,864.96
60203	36 inch pipe culvert, 0.079 inch thick, Compaction Method B	DQ	LF	50	\$99.00	\$4,950.12
60701	Clean CCC catch basin and culvert in place	AQ	Each	39	\$1,011.75	\$39,458.25
72530	Rock Barrier	AQ	Each	8	\$ 249.21	\$1,993.68
<b>TOTAL AMOUNT</b>						<b>\$342,337.80</b>

\*Abbreviations: DQ – Designed Quantities; AQ – Actual Quantities; LSQ – Lump Sum Quantities; LS - Lump Sum; LF -- Linear Foot; CY – Cubic Yard; SY – Square Yard; AC – Acre; EA - Each.

**NOTE:** Estimated start date will be late September 2010 (depending on weather conditions), or spring 2011. **Contract Time: 90 calendar days.**

\_\_\_\_\_  
Signature

9/21/2010  
Date

68-0581840  
Federal Tax ID Number

961331808  
DUNS Number

For questions concerning technical aspects of this solicitation, contact Richard Graves (Cibola National Forest), 346-3846. (Include Applicable Federal, State and Local Taxes).

**SECTION C--DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

# GOVERNMENT ESTIMATE

## SECTION B – SERVICES AND PRICES (NFR 245 Road Maintenance - Upper Section)

Mountainair Ranger District  
Cibola National Forest  
Torrance County, New Mexico

ITEM NO.	DESCRIPTION	METHOD OF MEASURE	PAY UNIT	EST. QTY.	UNIT PRICE	TOTAL PRICE
15101	Mobilization	LSQ	Lump Sum	1	\$16,733	\$22,645
30101	NMSH Type I-B Base Course, 4-inch thick, Compaction Method 3	DQ	Cubic Yard	4,900	\$36.25	\$177,625
30102	Contractor Sampling and Testing	LSQ	Lump Sum	1	\$1,500	\$1,500
30301	Road Reconditioning, Compaction Method 3	DQ	Mile	3.8	\$3,345	\$12,711
20401	Construct Grade dips	AQ	Each	2	\$241	\$482
60201	24 inch pipe culvert, 0.079 inch thick, Compaction Method B (6 culverts at 30 LF)	DQ	LF	180	\$80	\$14,400
60202	30 inch pipe culvert, 0.079 inch thick, Compaction Method B (1 culvert at 30 LF)	DQ	LF	30	\$102	\$3,060
60203	36 inch pipe culvert, 0.079 inch thick, Compaction Method B (1 culverts at 50 LF)	DQ	LF	50	\$125	\$6,250
60701	Clean CCC catch basin and culvert in place	AQ	Each	39	\$244	\$9,516
72530	Barrier Rock	AQ	Each	8	\$113	\$904
	SUB-TOTAL					\$249,093
	NMGRT (5.9375%)					\$14,790
	<b>GRAND TOTAL</b>					<b>\$263,883</b>

**AGGREGATE HAUL CALCULATIONS  
ROAD 245 (UPPER PART)**

Note: Cells shaded green to be filled in by user.

Material Units (cy or tons): tons  
 Truck Type (12 cy end dump or 20 cy bottom dump): 12 cy end dump

Fixed Costs:

	CY	Tons
12 CY end dump	1.78	1 227586
20 CY bottom dump	1.74	1.2

Variable Costs: Updated for 2007

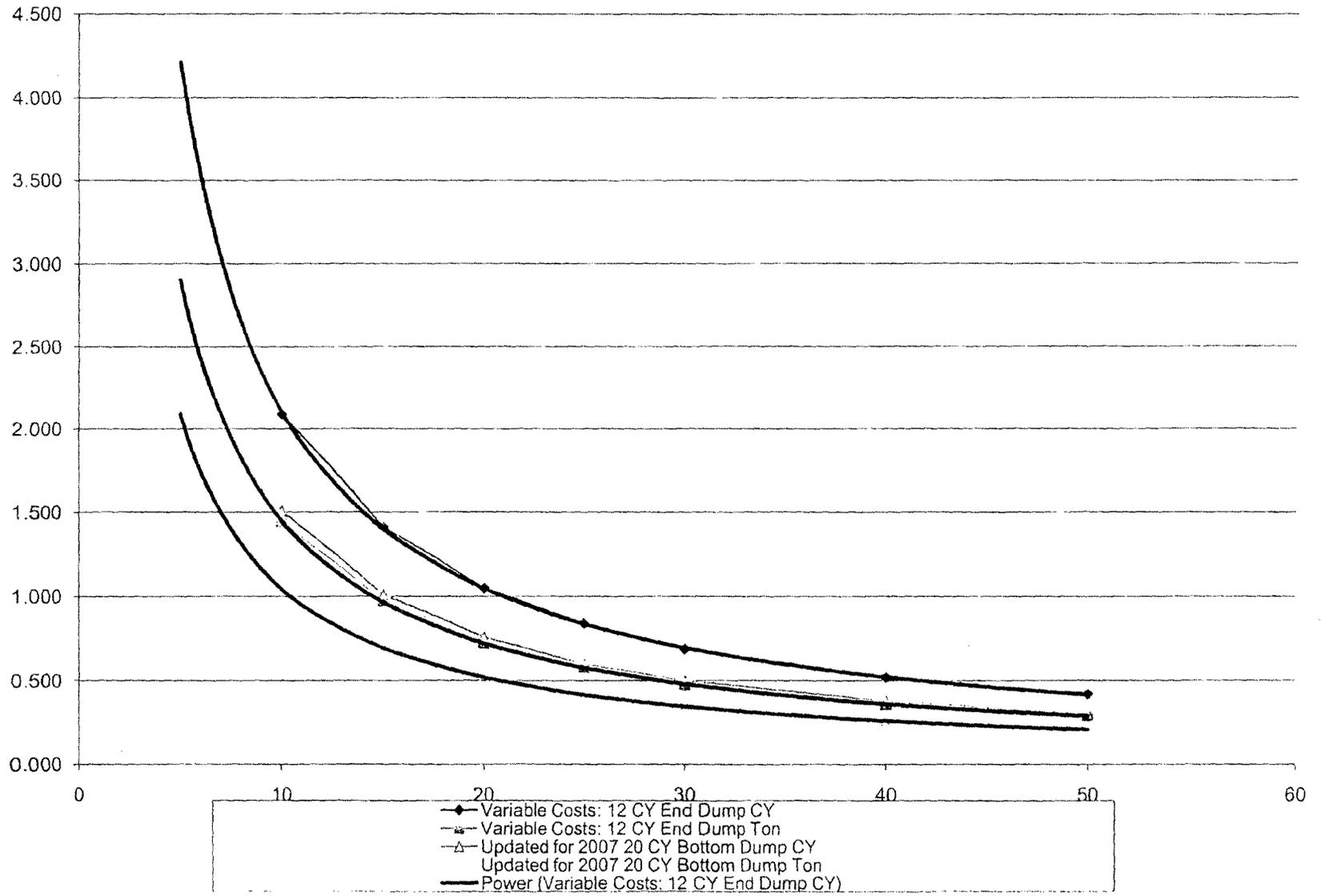
Speed (mph)	12 CY End Dump		20 CY Bottom Dump	
	CY	Ton	CY	Ton
10	2.090	1.441	1.510	1.041
15	1.410	0.972	1.010	0.697
20	1.050	0.724	0.760	0.524
25	0.840	0.579	0.600	0.414
30	0.690	0.476	0.500	0.345
40	0.520	0.359	0.380	0.262
50	0.420	0.290	0.300	0.207

Road Segment or Number	Average Speed Roundtrip (mph)	Road Segment Length (mi)	Unit Cost (\$/ton)	Quantity (tons)	Variable Cost (\$)
NMSH	45	40	0.359	3521	50508.1
FR 245	10	10	1.441	7100	102337.9

Σ = 152846.1

Total haul cost is sum of fixed and variable costs.

**Total Cost** =  $\frac{\sum \text{Variable Cost}}{\text{Quantity}} + \text{Fixed Cost} = 22.76 \text{ $/ton}$



**AGGREGATE HAUL CALCULATIONS (ROAD 245 - UPPER PART)**  
**Mountainair to job site**

Note: Cells shaded green to be filled in by user.

Material Units (cy or tons): \_\_\_\_\_ tons  
 Truck Type (12 cy end dump or 20 cy bottom dump): 12 cy end dump

Fixed Costs:

	CY	Tons
12 CY end dump	1.78	1.227586
20 CY bottom dump	1.74	1.2

Variable Costs: Updated for 2007

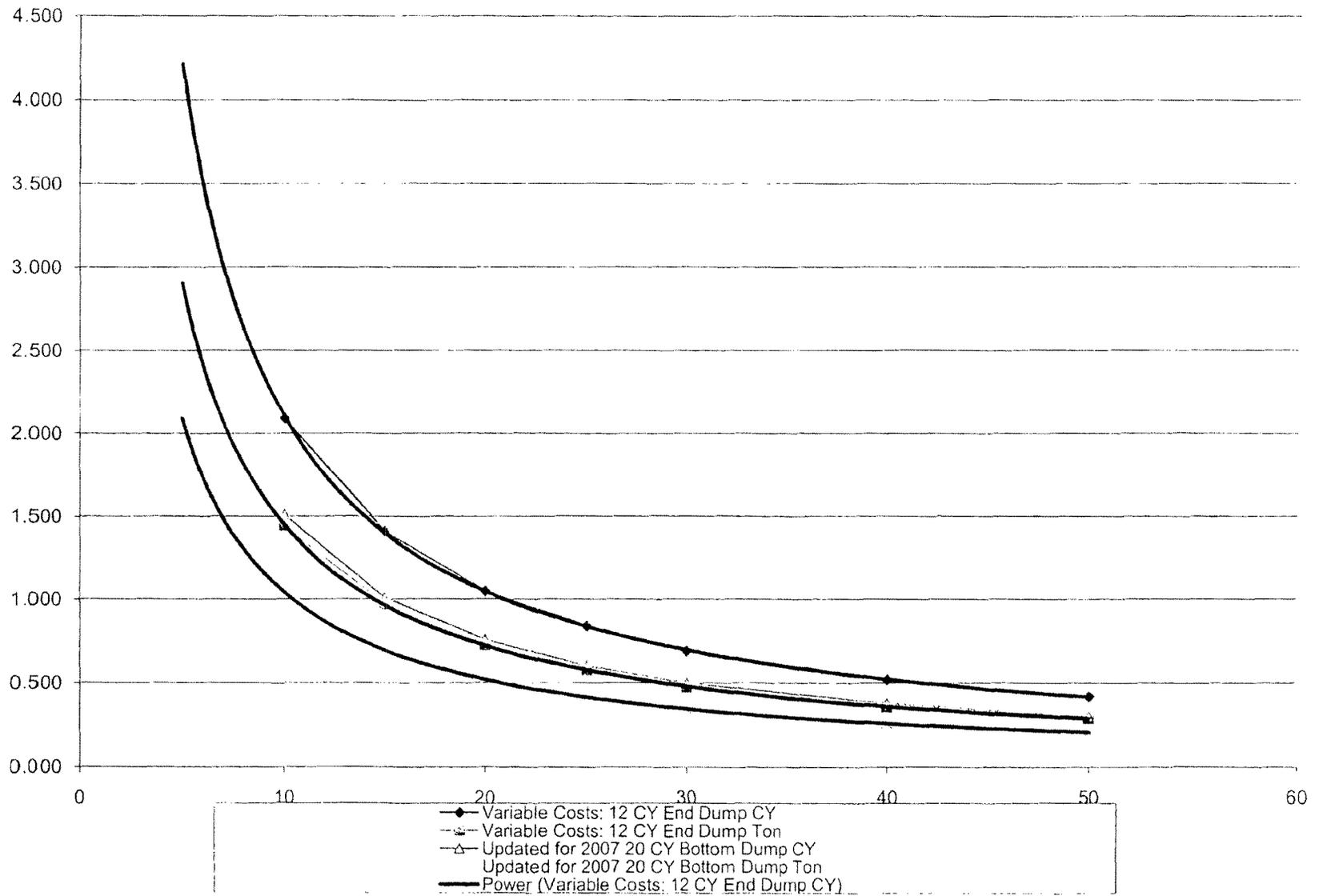
Speed (mph)	12 CY End Dump		20 CY Bottom Dump	
	CY	Ton	CY	Ton
10	2.090	1.441	1.510	1.041
15	1.410	0.972	1.010	0.697
20	1.050	0.724	0.760	0.524
25	0.840	0.579	0.600	0.414
30	0.690	0.476	0.500	0.345
40	0.520	0.359	0.380	0.262
50	0.420	0.290	0.300	0.207

Road Segment or Number	Average Speed Roundtrip (mph)	Road Segment Length (mi)	Unit Cost (\$/ton)	Quantity (tons)	Variable Cost (\$)
NMSH	45	13	0.359	3521	16415.1
FR 245	10	10	1.441	7100	102337.9

$\Sigma = 118753.1$

Total haul cost is sum of fixed and variable costs.

**Total Cost** =  $\frac{\Sigma \text{ Variable Cost}}{\text{Quantity}} + \text{Fixed Cost} = 17.95 \text{ \$/ton}$





Requisition 434194

[Copy To Cart](#) [Cancel Requisition](#) [Change](#)

Description	<b>NFR 245 Road Maintenance - Upper Section</b>	Status	<b>In Process</b>
Created By	<b>MARTINEZ, HENRY</b>	Change History	<b>No</b>
Creation Date	<b>08-Jul-2010 20:27:15</b>	Urgent Requisition	<b>No</b>
Deliver-To	<b>Supervisor's Office 2113 Osuna Rd NE Albuquerque, , NM, 87113- 1001</b>	Attachment	<b>None</b>
Justification	<b>Increased dollar amount</b>	Note to Buyer	

Additional Information

FMMI Doc Number

Details

Line	Description	Need-By	Deliver-To	Unit	Quantity	Price	Amount (USD)	Details	Order
1	NFR 245 Road Maintenance - Upper Section	25-Sep-2010 00:00:00	83D5	DOLLAR US	342940	1 USD	342940.00		
							<b>Total 342940.00</b>		

[Return](#)

[Copy To Cart](#) [Cancel Requisition](#) [Change](#)



MILEPOST FROM FOREST BOUNDARY	Item Number	DESCRIPTION	Quantity	Unit	Remarks
0.000		Forest Boundary Gate, FR245			
2.727		Forest Service Gate above New Canyon Campground, Begin Project			BEGIN road reconditioning
	30101	Begin placing 4" of Type 1-B NMSH Base Course, Compaction Method 3	4,900	Cubic Yard	
	72530	Place Barrier Rocks on user created road around gate	8	Each	
2.743	30301	Maintain Existing Grade Dip (Incidental to Item #30301)			
	30301	Reslope road inslope, construct ditch (Incidental to Item #30301)			
2.772	60701	Clean CCC catch basin and culvert in place	1	Each	
2.787	30301	Maintain Existing Grade Dip (Incidental to Item #30301)			
2.817	30301	Maintain Existing Grade Dip (Incidental to Item #30301)			Maintain Existing Grade Dip, No inslope at grade dip
2.851	30301	Transition to outslope. (Incidental to Item #30301)			Transition to outslope. Water crossing road
2.937	30301	Maintain Existing Grade Dip (Incidental to Item #30301)			
	30301	Begin inslope with ditch (Incidental to Item #30301)			
3.004	20401	Construct Grade Dip	1	Each	Water crossing road, Construct Grade Dip
	30301	inslope road without ditch (Incidental to Item #30301)			
3.031	30301	Outslope road without ditch (Incidental to Item #30301)			
3.064	20401	Construct Grade Dip	1	Each	Water crossing road, Construct Grade Dip
3.100	30301	Maintain Existing Grade Dip (Incidental to Item #30301)			
3.116	30301	Maintain Existing Turnout Left (Incidental to Item #30301)			
3.135	60701	Clean CCC catch basin and culvert in place	1	Each	
3.194	30301	Maintain Existing Grade Dip (Incidental to Item #30301)			
3.211	60701	Clean CCC catch basin and culvert in place	1	Each	
3.253	30301	Remove Existing Grade Dip (Incidental to Item #30301)			

MILEPOST FROM FOREST BOUNDARY	Item Number	DESCRIPTION	Quantity	Unit	Remarks
3.275	60701	Clean CCC catch basin and culvert in place		1 Each	
3.320	30301	Remove Existing Grade Dip (Incidental to Item #30301)			
3.560	30301	Maintain Existing Grade Dip (Incidental to Item #30301)			
3.360	60701	Clean CCC catch basin and culvert in place		1 Each	Maintain outslope left around turn, maintain ditch left to drain to culvert inlet
3.371	30301	Transition to inslope with ditch (Incidental to Item #30301)			
3.391	30301	Remove Existing Grade Dip, Maintain inslope ditch left (Incidental to Item #30301)			
3.446	30301	Maintain Existing Grade Dip (Incidental to Item #30301)			
3.450	60203	36" pipe culvert, 0.079 inch thick, Compaction Method B(1 culvert at 50 LF)		50 Lin. Ft.	Existing CCC inlet headwall to remain in place
	30301	Maintain outslope around curve. Maintain existing ditch left to drain to new inlet. (Incidental to Item #30301)			
3.480	20401	Construct Grade Dip		1 Each	
3.489	60701	Clean CCC catch basin and culvert in place		1 Each	
	30301	Maintain Existing Grade Dip (Incidental to Item #30301)			Inslope with ditch
3.511	30301	Rock Outcrop, Maintain existing ditch (Incidental to Item #30301)			Rock Outcrop
3.572	30301	Maintain Existing Grade Dip (Incidental to Item #30301)			Inslope with ditch
3.616	30301	Maintain Existing Grade Dip (Incidental to Item #30301)			
3.623	60701	Clean CCC catch basin and culvert in place		1 Each	Inslope with ditch
3.667	60701	Clean CCC catch basin and culvert in place		1 Each	
	30301	Maintain inslope without ditch (Incidental to Item #30301)			
3.684	30301	Maintain inslope without ditch (Incidental to Item #30301)			Rock Outcrop, Inslope without ditch
3.758	30301	Begin inslope with ditch			
3.810	30301	Maintain Existing Turnout Right (Incidental to Item #30301)			Maintain Existing Turnout Right
3.840	60701	Clean CCC catch basin and culvert in place		1 Each	

MILEPOST FROM FOREST BOUNDARY	Item Number	DESCRIPTION	Quantity	Unit	Remarks
3.941	30301	Maintain Existing Grade Dip (Incidental to Item #30301)			
3.949	30301	Maintain Existing Turnout Right (Incidental to Item #30301)			
3.970	60701	Clean CCC catch basin and culvert in place		1 Each	
	30301	Start to regrade inslope with ditch (Incidental to Item #30301)			
3.986	30301	Stop regrade			
4.010	30301	Maintain Existing Turnout Right (Incidental to Item #30301)			
4.042	30301	Maintain Existing Grade Dip (Incidental to Item #30301)			
	60201	24" pipe culvert, 0.079 inch thick, Compaction Method B(1 culvert at 30 LF)	30	Lin. Ft.	Install above grade dip
4.073	30301	Maintain Existing Grade Dip (Incidental to Item #30301)			
	60201	24" pipe culvert, 0.079 inch thick, Compaction Method B(1 culvert at 30 LF)	30	Lin. Ft.	Install above grade dip
4.079	30301	Relocate Grade Dip below new culvert (Incidental to Item #30301)			
	60201	24" pipe culvert, 0.079 inch thick, Compaction Method B(1 culvert at 30 LF)	30	Lin. Ft.	Install above grade dip
4.100	30301	Maintain Existing Turnout Right (Incidental to Item #30301)			Maintain Existing Turnout Right
4.120	60701	Clean CCC catch basin and culvert in place		1 Each	
4.202	60701	Clean CCC catch basin and culvert in place		1 Each	
4.264	30301	Maintain Existing Turnout Right (Incidental to Item #30301)			
4.289	60701	Clean CCC catch basin and culvert in place		1 Each	
4.336	30301	Maintain Existing Grade Dip (Incidental to Item #30301)			
4.346	60701	Clean CCC catch basin and culvert in place		1 Each	
4.365	60701	Clean CCC catch basin and culvert in place		1 Each	
4.404	60701	Clean CCC catch basin and culvert in place		1 Each	
4.418	30301	Maintain Existing Turnout Right (Incidental to Item #30301)			
4.447	60701	Clean CCC catch basin and culvert in place		1 Each	

MILEPOST FROM FOREST BOUNDARY	Item Number	DESCRIPTION	Quantity	Unit	Remarks
4.543	30301	Maintain Existing Grade Dip (Incidental to Item #30301)			
4.552	60701	Clean CCC catch basin and culvert in place	1	Each	
4.560	60202	30" pipe culvert, 0.079 inch thick, Compaction Method B(1 culvert at 30 LF)	30	Lin. Ft.	Install new 30" culvert and inlet, direct water flow to inlet
4.596	30301	Maintain Existing Grade Dip (Incidental to Item #30301)			
4.611	30301	Maintain Existing Turnout Right (Incidental to Item #30301)			
4.651	60701	Clean CCC catch basin and culvert in place	1	Each	
4.702	30301	Maintain Existing Grade Dip (Incidental to Item #30301)			
	60701	Clean CCC catch basin and culvert in place	1	Each	
4.781	30301	Maintain Existing Grade Dip (Incidental to Item #30301)			
	60701	Clean CCC catch basin and culvert in place	1	Each	
4.834	60201	24" pipe culvert, 0.079 inch thick, Compaction Method B(1 culvert at 30 LF)	30	Lin. Ft.	
4.867	60701	Clean CCC catch basin and culvert in place	1	Each	
4.918	30301	Maintain Existing Turnout Right (Incidental to Item #30301)			
4.931	60701	Clean CCC catch basin and culvert in place	1	Each	
4.962	30301	Grade dip eroded, Reshape road with ditch left			Grade dip eroded, Reshape road with ditch left
5.014	30301	Maintain Existing Turnout Right (Incidental to Item #30301)			
5.032	60701	Clean CCC catch basin and culvert in place	1	Each	
5.098	60201	24" pipe culvert, 0.079 inch thick, Compaction Method B(1 culvert at 30 LF)	30	Lin. Ft.	
5.142	60201	24" pipe culvert, 0.079 inch thick, Compaction Method B(1 culvert at 30 LF)	30	Lin. Ft.	rock out crop begins
5.192	60701	Clean CCC catch basin and culvert in place	1	Each	
5.295	60701	Clean CCC catch basin and culvert in place	1	Each	
5.342	60701	Clean CCC catch basin and culvert in place	1	Each	
5.469	60701	Clean CCC catch basin and culvert in place	1	Each	

MILEPOST FROM FOREST BOUNDARY	Item Number	DESCRIPTION	Quantity	Unit	
5.475	30301	Maintain Existing Turnout Right (Incidental to Item #30301)			
5.496	60701	Clean CCC catch basin and culvert in place	1	Each	
5.578	60701	Clean CCC catch basin and culvert in place	1	Each	
5.565	30301	Maintain Existing Turnout Right (Incidental to Item #30301)			
5.675	30101	Begin 10" NMSH Type I-B Base Course, Compaction Method 3			
5.719	30301	Maintain Existing Turnout Left (Incidental to Item #30301)			
5.734	60701	Clean CCC catch basin and culvert in place	1	Each	
5.769	30301	End 10" Base course. Continue 4" Base Course			
5.824	60701	Clean CCC catch basin and culvert in place	1	Each	
5.863	30301	Maintain Existing Turnout Left (Incidental to Item #30301)			
5.875		Clean culvert and catch basin	1	Each	
5.975	60701	Clean CCC catch basin and culvert in place	1	Each	
6.000	30301	Reshape road inslope right with ditch			
6.057	60701	Clean CCC catch basin and culvert in place	1	Each	
6.128	60701	Clean CCC catch basin and culvert in place	1	Each	
6.233	60701	Clean CCC catch basin and culvert in place	1	Each	
6.289	60701	Clean CCC catch basin and culvert in place	1	Each	
6.373	60701	Clean CCC catch basin and culvert in place	1	Each	
6.421	60701	Clean CCC catch basin and culvert in place	1	Each	
6.446		Junction right			
6.543		END OF PROJECT			END road reconditioning, in slope / out slope roadbed with

MILEPOST FROM FOREST BOUNDARY	Item Number	DESCRIPTION	Quantity	Unit	Remarks
0.000					Forest Boundary Gate, FR245
2.727		Begin road reconditioning			Forest Service Gate above New Canyon Campground, Begin Project
	30101	Begin placing base course, 4" layer	4,900	CY	
	72530	Place Barrier Rocks on user created road around gate	8	Each	
2.743		Maintain Existing Grade Dip (Incidental to Item #30301)			
		Inslope road, construct ditch (Incidental to Item #30301)			
2.772	60701	Clean Civilian Conservation Corps catch basin and culvert in place	1	Each	
2.787		Maintain Existing Grade Dip (Incidental to Item #30301)			
2.817		Maintain Existing Grade Dip. Transition to no side slope at dip (Incidental to Item #30301)			No inslope at grade dip
2.851		Transition to outslope. (Incidental to Item #30301)			Water crossing road
2.937		Maintain Existing Grade Dip (Incidental to Item #30301)			
		Begin Inslope with ditch (Incidental to Item #30301)			
3.004	20401	Construct Grade Dip	1	Each	Water crossing road
		Inslope road without ditch (Incidental to Item #30301)			
3.064	20401	Construct Grade Dip	1	Each	Water crossing road
3.100		Maintain Existing Grade Dip (Incidental to Item #30301)			
3.116		Maintain Existing Turnout Left (Incidental to Item #30301)			
3.135	60701	Clean CCC catch basin and culvert in place	1	Each	
3.194		Maintain Existing Grade Dip (Incidental to Item #30301)			
3.211	60701	Clean CCC catch basin and culvert in place	1	Each	
3.253		Remove Existing Grade Dip (Incidental to Item #30301)			
3.275	60701	Clean CCC catch basin and culvert in place	1	Each	
3.320		Remove Existing Grade Dip (Incidental to Item #30301)			
3.560		Maintain Existing Grade Dip (Incidental to Item #30301)			
3.360	60701	Clean CCC catch basin and culvert in place	1	Each	Maintain outslope left around turn, maintain ditch left to drain to culvert inlet
3.371		Transition to inslope with ditch (Incidental to Item #30301)			
3.391		Remove Existing Grade Dip, Maintain inslope ditch left (Incidental to Item #30301)			
3.446		Maintain Existing Grade Dip (Incidental to Item #30301)			
3.450	60203	Install 36" CMP	50	LF	Existing CCC inlet headwall to remain in place

		Maintain outslope around curve. Maintain existing ditch left to drain to new inlet at MP 3.450.(Incidental to Item #30301)			
3.480	20401	Construct Grade Dip		1 Each	
3.489	60701	Clean CCC catch basin and culvert in place		1 Each	
		Maintain Existing Grade Dip (Incidental to Item #30301)			Road is insloped with ditch
3.511		Maintain existing ditch (Incidental to Item # 30301)			Rock Outcrop
3.572		Maintain Existing Grade Dip (Incidental to Item #30301)			Road is insloped with ditch
3.616		Maintain Existing Grade Dip (Incidental to Item #30301)			
3.623	60701	Clean CCC catch basin and culvert in place		1 Each	Road is insloped with ditch
3.667	60701	Clean CCC catch basin and culvert in place		1 Each	
		Maintain inslope without ditch (Incidental to Item #30301)			
3.684		Maintain inslope without ditch (Incidental to Item #30301)			Rock Outcrop
	30301	Begin inslope with ditch (Incidental to Item #30301)			
3.810		Maintain Existing Turnout Right (Incidental to Item #30301)			
3.840	60701	Clean CCC catch basin and culvert in place		1 Each	
3.941		Maintain Existing Grade Dip (Incidental to Item #30301)			
3.949		Maintain Existing Turnout Right (Incidental to Item #30301)			
3.970	60701	Clean CCC catch basin and culvert in place		1 Each	
		Begin inslope with ditch (Incidental to Item #30301)			
3.986	30301	End inslope with ditch (Incidental to Item #30301)			
4.010		Maintain Existing Turnout Right (Incidental to Item #30301)			

4.042		Maintain Existing Grade Dip (Incidental to Item #30301)			
	60201	Install 24" CMP	30	LF	Install above grade dip
4.073		Maintain Existing Grade Dip (Incidental to Item #30301)			
	60201	Install 24" CMP	30	LF	Install above grade dip
4.079		Relocate Grade Dip below new culvert (Incidental to Item #30301)			
	60201	Install 24" CMP	30	LF	Install above grade dip
4.100		Maintain Existing Turnout Right (Incidental to Item #30301)			
4.120	60701	Clean CCC catch basin and culvert in place	1	Each	
4.202	60701	Clean CCC catch basin and culvert in place	1	Each	
4.264		Maintain Existing Turnout Right (Incidental to Item #30301)			
4.289	60701	Clean CCC catch basin and culvert in place	1	Each	
4.336		Maintain Existing Grade Dip (Incidental to Item #30301)			
4.346	60701	Clean CCC catch basin and culvert in place	1	Each	
4.365	60701	Clean CCC catch basin and culvert in place	1	Each	
4.404	60701	Clean CCC catch basin and culvert in place	1	Each	
4.418		Maintain Existing Turnout Right (Incidental to Item #30301)			
4.447	60701	Clean CCC catch basin and culvert in place	1	Each	
4.543		Maintain Existing Grade Dip (Incidental to Item #30301)			
4.552	60701	Clean CCC catch basin and culvert in place	1	Each	
4.560	60202	Install 30" CMP	30	LF	Direct water flow to inlet
4.596		Maintain Existing Grade Dip (Incidental to Item #30301)			

4.611		Maintain Existing Turnout Right (Incidental to Item #30301)			
4.651	60701	Clean CCC catch basin and culvert in place	1	Each	
4.702		Maintain Existing Grade Dip (Incidental to Item #30301)			
	60701	Clean CCC catch basin and culvert in place	1	Each	
4.781		Maintain Existing Grade Dip (Incidental to Item #30301)			
	60701	Clean CCC catch basin and culvert in place	1	Each	
4.839	60201	Install 24" CMP	30	LF	
4.867	60701	Clean CCC catch basin and culvert in place	1	Each	
4.918		Maintain Existing Turnout Right (Incidental to Item #30301)			
4.931	60701	Clean CCC catch basin and culvert in place	1	Each	
4.962	30301	Reshape eroded grade dip and ditch left (Incidental to Item #30301)			Grade dip eroded
5.014		Maintain Existing Turnout Right (Incidental to Item #30301)			
5.032	60701	Clean CCC catch basin and culvert in place	1	Each	
5.098	60201	Install 24" CMP	30	LF	
5.142	60201	Install 24" CMP	30	LF	Rock out crop begins
5.192	60701	Clean CCC catch basin and culvert in place	1	Each	
5.295	60701	Clean CCC catch basin and culvert in place	1	Each	
5.342	60701	Clean CCC catch basin and culvert in place	1	Each	
5.469	60701	Clean CCC catch basin and culvert in place	1	Each	
5.475		Maintain Existing Turnout Right (Incidental to Item #30301)			
5.496	60701	Clean CCC catch basin and culvert in place	1	Each	

5.578	60701	Clean CCC catch basin and culvert in place	1	Each	
5.565		Maintain Existing Turnout Right (Incidental to Item #30301)			
5.675	30101	Begin additional 6" base course layer			
5.719	30301	Maintain Existing Turnout Left (Incidental to Item #30301)			
5.734	60701	Clean CCC catch basin and culvert in place	1	Each	
5.769	30301	End additional 6" Base course. Continue with 4" Base Course			
5.824	60701	Clean CCC catch basin and culvert in place	1	Each	
5.863		Maintain Existing Turnout Left (Incidental to Item #30301)			
5.875	60701	Clean CCC catch basin and culvert in place	1	Each	
5.975	60701	Clean CCC catch basin and culvert in place	1	Each	
6.000	30301	Inslope right with ditch (Incidental to Item #30301)			
6.057	60701	Clean CCC catch basin and culvert in place	1	Each	
6.128	60701	Clean CCC catch basin and culvert in place	1	Each	
6.233	60701	Clean CCC catch basin and culvert in place	1	Each	
6.289	60701	Clean CCC catch basin and culvert in place	1	Each	
6.373	60701	Clean CCC catch basin and culvert in place	1	Each	
6.421	60701	Clean CCC catch basin and culvert in place	1	Each	
6.446		Junction right			
6.543	30301	End road reconditioning			
6.543	30101	End base course			



<troy@ghoginc.com>

09/22/2010 04:08 PM

Please respond to  
<troy@ghoginc.com>

To "Richard L Graves" <rlgraves@fs.fed.us>

cc

bcc

Subject NFR 245 REBID-2

RICH,

THIS IS AS CLOSE AS I CAN GET IT! 



TROY OTERO

GROUNDHOG EXCAVATING, INC.

505.243.2133 OFFICE

505.238.2282 CELL

505.243.1444 FAX



NFR 245 UPPER REBID 2.xls

# GOVERNMENT ESTIMATE

## SECTION B – SERVICES AND PRICES (NFR 245 Road Maintenance - Upper Section)

Mountainair Ranger District  
Cibola National Forest  
Torrance County, New Mexico

ITEM NO.	DESCRIPTION	METHOD OF MEASURE	PAY UNIT	EST. QTY.	UNIT PRICE	TOTAL PRICE
15101	Mobilization	LSQ	Lump Sum	1	\$26,674.11	\$26,674.11
30101	NMSH Type I-B Base Course, 4-inch thick, Compaction Method 3	DQ	Cubic Yard	4,900	<u>\$49.93</u>	\$244,657.00
30102	Contractor Sampling and Testing	LSQ	Lump Sum	1	\$1,589.06	\$1,589.06
30301	Road Reconditioning, Compaction Method 3	DQ	Mile	3.8	\$3,543.61	\$13,465.72
20401	Construct Grade dips	AQ	Each	2	\$255.31	\$510.62
60201	24 inch pipe culvert, 0.079 inch thick, Compaction Method B (6 culverts at 30 LF)	DQ	LF	180	\$84.75	\$15,255.00
60202	30 inch pipe culvert, 0.079 inch thick, Compaction Method B (1 culvert at 30 LF)	DQ	LF	30	\$108.06	\$3,241.80
60203	36 inch pipe culvert, 0.079 inch thick, Compaction Method B (1 culverts at 50 LF)	DQ	LF	50	\$132.42	\$6,621.00
60701	Clean CCC catch basin and culvert in place	AQ	Each	39	\$258.49	\$10,081.11
72530	Barrier Rock	AQ	Each	8	\$119.71	\$957.68
	<b>GRAND TOTAL</b>					<b>\$323,053.10</b>

Approved 09/24/10



IAS Requisition Workflow  
Mailer - Production System -  
DO NOT REPLY  
<NoReplyTo@iaspddb-d.nfc.usda.gov>

To "GUTOWSKI, DEENA M" <dgutowski@fs.fed.us>  
cc  
bcc

09/23/2010 03:23 PM

Subject Action Required: Purchase Requisition 434194 for  
MARTINEZ, HENRY (342940.00 USD)

Please respond to  
NoReplyTo@iaspddb-d.nfc.usda.gov

From MARTINEZ, HENRY Description NFR 245 Road Maintenance - Upper  
m Section  
To GUTOWSKI, DEENA Requisition 342940.00 USD  
M Total  
Sent 23-Sep-2010 15:20:40 Estimated Tax 0.00 USD  
ID 16896639 Justification Increased dollar amount

### Requisition Lines

Line	Description	Supplier	Cost Center	Unit	Quantity	Price (USD)	Amount (USD)
1	NFR 245 Road Maintenance - Upper Section		11	DOLLAR US	342940	1	342940.00

### Approval Sequence

Num	Name	Action	Action Date	Note
1	MARTINEZ, HENRY	Submitted	08-Jul-2010 20:30:21	
2	MARTINEZ, HENRY	Forwarded	08-Jul-2010 20:30:21	
3	GUTOWSKI, DEENA M	Approved	09-Jul-2010 18:04:18	
4	INTERFACE, FINANCIAL	Approved	10-Jul-2010 05:04:38	
5	MARTINEZ, HENRY	Withdrawn	23-Sep-2010 14:39:38	
6	MARTINEZ, HENRY	Submitted	23-Sep-2010 15:20:40	Increased dollar amount
7	MARTINEZ, HENRY	Forwarded	23-Sep-2010 15:20:40	
8	GUTOWSKI, DEENA M	Pending		

### Related Applications

- Edit Requisition
- View Requisition Details
- Open Document

Copyright (c) 2006, Oracle. All rights reserved.

[Please click here to Respond](#)

CMLG Alloc # 627,125  
 Current exp 540,421.96  
 86,703 bal avail.  
 82,940  
 3,763 YE Bal.

IS - General  
 11/03/03/2540/CMLG0310  
 + #82,940

**Project Header**

Name: CMLG - FR 245  
 Description: Project to address storm damage to FR 245 due excessive storm runoff after forest fire.  
 National Goal: 4 - Sustain and Enhance Outdoor Recreation Opportunities  
 Objective: 4.1.0 - Improve the quality and availability of outdoor recreation experiences  
 Leader: Kevin Broderick Fiscal Year: 2010  
 Unit Priority: Unit: CIBOLA NF  
 Approved: Yes Status:  
 Stewardship Contract?: No  
 District ID for Project:  
 Project UDF 2:  
 Project UDF 3:  
 Project UDF 4:  
 Comments: entered jc 031810.dmg

Created by Kevin Broderick on 2010-02-11

Last Modified by Monique Aragon on 2010-08-30

**Personnel**

Personnel	Rate/day	CMLG	Total Days	Total
BRODERICK, KEVIN	\$326.99	\$1,635	5	\$1,635
DERESKE, MARY	\$477.01	\$477	1	\$477
ENGINEERING TECH, GS-07	\$187.17	\$1,497	8	\$1,497
GRAVES, RICHARD	\$336.17	\$1,345	4	\$1,345
MARTINEZ, HENRY	\$262.06	\$3,931	15	\$3,931
<b>Total</b>		<b>\$8,885</b>	<b>33</b>	<b>\$8,885</b>

**Fleet**

Fleet	FOR Rate/Month	Months	Use Rate	Use Units	CMLG	Total
8045 - 2DR JEEP SUV	\$300	1	\$0.21/MILE	0	\$300	\$300
<b>Total</b>					<b>\$300</b>	<b>\$300</b>

**Other Resources**

Other Resources	Units Needed	CMLG	Total
Construction Contract-req#434194	342,940 EACH	\$342,940	\$342,940
<b>Total</b>		<b>\$342,940</b>	<b>\$342,940</b>

**Project Totals**

Total Personnel Costs:	\$8,885
Total Fleet Cost:	\$300
Total Other Cost:	\$342,940
<b>Total Project Cost:</b>	<b>\$352,125</b>

**Activities**

CMLG	
Job Code: CMLG03	
Activity Name	Allocated Cost
CMLG-RM	\$352,125
<b>BLI Total</b>	<b>\$352,125</b>
<b>Activity Total</b>	<b>\$352,125</b>
<b>Balance</b>	<b>\$0</b>

**Accomplishments**

CMLG		
CMLG-RM		
	Planned	Actual
rd-pc-maint	4.0	0.0
<b>Integrated</b>		
s&w-rsrc-imp	5.0	0.0

9/23/2010

The original Government Estimate for this project was \$263,883, which is substantially less than the bid price of \$342,337.80 provided by Groundhog Excavating, Inc. I revisited the Government Estimate and found two work items that each constitutes a substantial portion of the total contract estimate.

One of these items is the placement of aggregate surfacing material (Item 30101) on 3.8 miles of the road. The Government Estimate for this item is \$177,625, which is based on a supplier in Mountainair, NM. Some material from this supplier, however, has, in the past, failed to meet project specifications and was subsequently rejected. The contractor's bid price is based on purchasing the material from a supplier in Moriarity, NM, which is 26 miles farther from the job site than Mountainair. This increase in distance would result in a 30% increase in the delivered cost of the material. Increasing the cost estimate for this item in the Government Estimate would result in a total cost estimate of \$320,360, which is 94% of the contractor's bid price.

The other work item is cleaning the culverts and catch basins (Item 60701). The vast majority of catch basins were constructed of stone and mortar by the Civilian Conservation Corp in the 1930's and 40's. As such, they are of significant archeological value and must be cleaned with hand tools, taking care to avoid damage to the catch basin structures. There are 39 culvert/catch basin combinations in the Schedule of Items. The contractor's unit bid price for this item is \$1,011.75, which is \$767.75 higher than the Government Estimate of \$244. The resulting total difference between the contractor's bid price and the Government Estimate for this item is \$29,942.25.

As a result of time constraints in assembling the contract for this project, each of the 39 culverts and catch basins was not thoroughly inspected to determine the extent of work necessary for an adequate cleaning. It is likely that the contractor performed a more thorough inspection and determined that significantly more effort would be required than was assumed in preparing the Government Estimate.

Given the difference in the total estimated cost resulting from the different aggregate source and the uncertainty in the work effort required for cleaning the culverts and catch basins, I believe that the contractor's bid price is reasonable, and it would be in the best interest of the Government to accept this bid.



Richard L. Graves

# Memorandum

**To:** Documentation File  
**From:** Henry B. Martinez  
**Date:** 09/22/2010  
**Re:** FR 245 Upper Section Road Repair

---

I approached Richard Graves in his office to discuss changes to this project. We started to discuss what changes Kevin wanted to make to this project and that we will need additional base course material to cover up some rock outcropping. I mention that Kevin estimated about half a mile of more material needed at 6 inches deep. Rich stated that it was only a quarter mile. So I asked him what figure do I use to recalculate the quantity. Rich got upset and raised his voice to me and said "this is my fuck'n project" and to use a quarter mile. He then instructed me to go work on the new estimate for the new gravel quantity needed.

In the afternoon I went back into Rich's office to give him the updated government estimate he had requested. I also asked him how much Groundhogs original estimate was compared to my first estimate of \$204,716, and he said \$350K. So I questioned how we can still move forward with this project if we only have about 345K in the budget assuming the price will increase since we've added more gravel quantities. I asked him how we justify the difference. Rich said "I told the contractor how much money we had in the budget because we don't have time to mess around". I responded and asked Rich if you can tell the contractor how much we have in the budget for this project. Rich said "probably not but I did".

Rich then told me to go update the government estimate again based off another gravel quantities increase he came up with from adding more for turnouts and curves so he can get Groundhog to resubmit his proposal based on the new quantities.

After this conversation with Rich I felt concerned about Rich revealing our budget information for this project and I felt that I needed to notify Greg Martinez who is the Contracting Officer assigned to this project.

At 4 pm I went to Greg's office and spoke with him about Rich's actions with Groundhog. I informed Greg about Rich revealing to Groundhog how much we have in the budget for this project. Greg responded "Rich can't do that without my approval".

H. Martinez

9/22/10

# Memorandum

**To:** Documentation File  
**From:** Henry B. Martinez  
**Date:** 09/23/2010  
**Re:** FR 245 Upper Section Road Repair

---

At 9am Rich walked over to my cubicle and asked me if I finished the road log revisions for the FR 245 project. I told him I was still making those changes.

I then asked Rich if we are going to still move forward with this contract, he said "yes". I reminded him that our new government estimate is \$263,883. Rich said "we don't have time to mess around so I told the contractor how much we have and were going to do it for \$342K". I said "we can't do that", Rich responded and said "well I did".

Venus Jensen who sits across from my cubicle made a comment saying "we can do that if it's a negotiated contract".

Later that afternoon from 3-5pm I felt that I needed to inform my boss of what has occurred with this project. I told Kevin that Rich told the contractor how much we had in the budget for this project. Kevin said "not to worry about it, things will get better back here in engineering" I asked him if we can tell contractors how much we have in the budget for any of our projects, and he said "no you can't". So I questioned why Rich can tell contractors how much we have in the budget for projects, and Kevin said "he's not sure that's what he did". I told Kevin I could verify that Rich did tell the contractor how much we had in the budget for this project because Rich had told me twice that he told Groundhog (Troy) how much we had in the budget.

H B M 9/23/10